Exhibit 1

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SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter referred to as the "Agreement"), dated as set forth below, is entered into between Plaintiff Ronald Grider (hereinafter referred to as "Plaintiff" or "Class Representative"), individually and on behalf of the "Settlement Class Members" (as defined herein), and Defendant Clark County Collection Service, LLC ("CCCS" or "Defendant"). This Agreement is intended by Plaintiff, on behalf of himself and the Settlement Class Members and Defendant (hereinafter jointly referred to as the "Parties"), to resolve and settle the "Released Claims" (as defined herein) in the Action upon and subject to the terms and conditions contained herein (the "Settlement").

RECITALS

The Parties agree upon the following predicate procedural history and facts, all of which are incorporated into and made a part of this Agreement:

1. On September 20, 2013, Plaintiff filed a class action complaint (hereinafter referred to as the "Action") against Defendant and other entities, asserting *inter alia* class claims under the Telephone Consumer Protection Act (hereinafter referred to as the "TCPA"), 47 U.S.C. § 227, *et seq*. Specifically, Plaintiff alleged that Defendant violated the TCPA by calling his cellular telephone, without "prior express consent" using an "automatic telephone dialing system" and not for "emergency purposes."

2. First, Plaintiff alleged that Defendant committed negligent violations of the TCPA. For these alleged violations, Plaintiff sought $500.00 per violation and injunctive relief under 47 U.S.C. § 227(b).

3. Second, Plaintiff alleged that Defendant committed knowing and/or willful violations of the TCPA. For these alleged violations, Plaintiff sought $1,500.00 per violation and injunctive relief under 47 U.S.C. § 227(b).

4. Plaintiff further alleged that Defendant engaged in deceptive trade practices in violation of the Nevada Deceptive Trade Practices Act, N.R.S. § 41.600 (the "NDTPA").

5. Defendant in the Action denies any and all liability for the claims asserted in the Action. Defendant specifically denies that they called Plaintiff or putative class members without their consent, that they used an ATDS, that they violated the TCPA or the NDTPA, or that Plaintiff and the putative class members are entitled to any relief. Defendant further contends that the Action is not amenable to class certification and have vigorously opposed class certification sought by Plaintiff. Defendant believes that it is a legal and factual impossibility to have identifiable Settlement Class Members, and that notification of the class is problematic, particularly those Settlement Class Members who have changed their cell phone numbers over the last six years. Nevertheless, given the risks, uncertainties, burden and expense of continued litigation, Defendant has agreed to settle this litigation on the terms set forth in this Agreement, subject to Court approval.

6. Plaintiff and Defendant have engaged in substantial discovery.

7. In an attempt to settle the Action, the Parties participated in a mediation session on January 6, 2015, before U.S. Magistrate Judge Lawrence R. Leavitt (Ret.). Counsel for Plaintiff and counsel for Defendant have also had numerous telephone conferences and exchanged numerous emails regarding settlement.

8. On April 7, 2015, a status hearing was held in the Action. The Parties advised the Court of the progress which had been made toward settlement, and generally identified the obstacles which remained. The Court then ordered the Parties to mediation with U.S. Magistrate Judge Carl W. Hoffman.

9. The Mediation with Magistrate Judge Hoffman took place on June 19, 2015, commencing at 8:30 a.m. By 5:15 p.m., the Parties had reached an agreement as to the essential terms of a settlement.

10. The Parties attempted to reduce their agreement into a fully integrated settlement agreement and release but still were at an impasse as to one material term. On September 22, 2015, the Parties again attended a Judicial Settlement Conference with Magistrate Judge Hoffman and were able to reach an agreement to fully resolve the Action on the terms and

subject to the condition contained herein. Each Party believes that settlement by way of this Agreement is in its/his best interest. Counsel for Defendant and counsel for Plaintiff and the Class Members believe, in view of the costs, risks, and delays of continued litigation and appeals balanced against the benefits of settlement to the Plaintiff and Settlement Class Members and the benefits to Defendant, that the class settlement as provided in this Agreement is in the best interest of the Plaintiff and Settlement Class Members and Defendant and is a fair, reasonable, and adequate resolution of the Action.

11. Pursuant to this Agreement, the Parties desire and intend to resolve and settle the Released Claims as to the Released Parties on a class-wide basis, upon and subject to the terms and conditions contained herein.

12. Pursuant to this Agreement, the Parties desire and intend to seek certification of a Fed. R. Civ. P. 23(b)(3) Settlement Class, composed of all natural persons, within the United States, who were called by CCCS, on their cellular telephone—excluding calls that were initiated by manually dialing—between September 20, 2009 and September 20, 2013 (the "Class Period"), as a result of having their telephone number listed by a customer of Dollar Loan Center, LLC as a "Reference" on a credit application; Settlement Class Members do not include recipients of a single telephone call received as a result of a reassigned telephone number, as defined by the Federal Communications Commission in its TCPA Omnibus Declaratory Ruling and Order No. 15-72 (July 18, 2015).

13. Also excluded from the class are Defendant, any parent companies, affiliates, subsidiaries or any employees thereof, and any entities in which any of such companies has a controlling interest; the Judge or Magistrate Judge to whom the Action is assigned and any member of those Judges' immediate families; as well as all persons who validly request exclusion from the Class.

14. The Parties desire and intend to seek Court approval of the settlement of the Action as set forth in this Agreement and, upon final approval, to obtain an order and judgment dismissing with prejudice the claims of Plaintiff and the Settlement Class Members as set forth

herein. The Parties and their counsel agree to recommend approval of this Agreement to the Court and to any government unit or regulatory authority responding to the proposed settlement. The Parties also agree to undertake all steps necessary to effectuate the terms and purposes of this Agreement, to secure the Court's approval of same, to oppose any interventions and objections to the proposed settlement, including objections by any governmental unit or regulatory authority to which notices are issued, and to oppose any appeals from any orders of final approval.

WHEREFORE, in consideration of the promises, representations, and warranties set forth, the Parties stipulate and agree:

I. DEFINITIONS

The following definitions shall apply to this Agreement:

A. "Action" shall mean the lawsuit which is the subject of this Agreement captioned, *Ronald Grider, individually and on behalf of all others similarly situated v. Clark County Collection Services, LLC, et al.*, Case No. 2;13-cv-01731-KJD-CWH, pending in the U.S. District Court for the District of Nevada.[1]

B. "Agreement" shall mean this Settlement Agreement and Release.

C. "Claims Administrator" shall mean ILYM Group or any other person or entity independent of the Parties who is selected by Class Counsel and is approved by the Court to provide notice and claims administrative services.

D. "Claims Period" shall mean a period of one hundred twenty (120) days commencing with the date the Direct Mail Notices (as defined in § VII.C.1) are mailed to the Settlement Class Members in the "Original Notice Group." Direct Mail Notices to the Original Notice Group shall be sent by the Claims Administrator as soon as commercially reasonable

[1] This lawsuit was originally captioned, *Pasquail Bates, individually and on behalf of all others similarly situated, et al. v. Dollar Loan Center, LLC, et al.* However on November 2, 2015, the Parties stipulated and Magistrate Judge Hoffman ordered the case caption to be amended to more accurately reflect the current parties to this action. (*See* Exhibit F.)

following the date the Order of Preliminary Approval of Class Action Settlement is entered by the Court.

E. "Class Counsel" shall mean the law firms of Bailey❖Kennedy and Haines & Krieger.

F. "Claim Identification Number" shall mean the unique identification number provided to each of the Settlement Class Members on the Direct Mail Notices.

G. "Class Representative" shall mean Plaintiff Ronald Grider.

H. "Court" shall mean the United States District Court for the District of Nevada and the U.S. District and Magistrate Judges to which this case is assigned.

I. "Effective Date" shall mean the date of which all appellate and or subsequent proceedings are ended, and/or the time for appeal or further appeal from a final judgment and order of dismissal with prejudice in the Action ("Final Judgment and Order of Dismissal with Prejudice") has passed, such that the Final Judgment and Order of Dismissal with Prejudice takes effect, in its entirety. Except as otherwise provided by law, as used in this Agreement, if there is any person or entity that has standing to appeal the Final Judgment and Order of Dismissal with Prejudice that desires to appeal, the "time for appeal" from the final Judgment and Order of Dismissal with Prejudice shall be deemed to be thirty (30) days from the date of the Entry of Judgment. If there is no person with standing to appeal the Final Judgment and Order of Dismissal with Prejudice, including the absence of any objectors, then the Effective Date shall be the date the Final Judgment and Order of Dismissal With Prejudice is entered by the Court. If an appeal or re-argument or other form of review is sought only with respect to the amount of attorneys' fees or expenses allowed by the Court, then the remaining portions of the Final Judgment and Order of Dismissal With Prejudice shall be deemed "Final" in the manner set forth above in this paragraph. Thus, if only the attorneys' fees and or costs award portion of any Final Judgment and Order of Dismissal With Prejudice is appealed by Class Counsel or by any other party with standing to appeal (other than the Released Parties, who by this Agreement waive any right to appeal of any attorneys' fees and costs award if it is no greater than one-third of the

Settlement Fund), the Parties agree that the remaining portions of this Agreement and the Final Judgment and Order of Dismissal with Prejudice shall be effective upon the Effective Date. In other words, the Parties agree that any such appeal of only the attorneys' fees and/or costs as awarded by the Court shall not delay the implementation or, modify or affect the remaining terms of the Settlement and Final Judgment and Order of Dismissal with Prejudice and those terms shall be effective, as if no appeal of the attorneys' fees or expenses had been filed.

J. "Settlement Class Members" or "Settlement Class" shall mean all natural persons, within the United States, who were called by CCCS, on their cellular telephone—excluding calls that were initiated by manually dialing via a desktop telephone—between September 20, 2009 and September 20, 2013 (the "Class Period"), as a result of having their telephone number listed by a customer of DLC Nevada as a "Reference" on a credit application. Class Members do not include recipients of a single telephone call received as a result of a reassigned telephone number, as defined by the Federal Communications Commission in its TCPA Omnibus Declaratory Ruling and Order No. 15-72 (July 18, 2015). Also excluded from the class are the Released Parties, any parent companies, affiliates, subsidiaries or any employees thereof, and any entities in which any of such companies has a controlling interest; the Judge or Magistrate Judge to whom the Action is assigned and any member of those Judges' immediate families; as well as all persons who validly request exclusion from the Class.

K. "Final Approval" or "Final Approval Order" shall mean issuance by the Court, following a settlement hearing, of a Final Judgment and Order of Dismissal With Prejudice in the Action, in substantially the form of the Proposed Final Judgment and Order of Dismissal With Prejudice attached to this Agreement as Exhibit A, which (i) approves in its entirety the settlement contained in this Agreement; (ii) approves and incorporates all of the terms and provisions of this Agreement; (iii) unconditionally certifies the Settlement Class; and (iv) approves a dismissal with prejudice of the Action in the name of and on behalf of the Class Representative and all other members of the Settlement Class as to all Parties and all causes of action.

L. "Original Notice Group" shall mean the Settlement Class Members to whom the first mailing of the Direct Mail Notices is sent, as opposed to any later mailing made to Settlement Class Members for whom the Direct Mail Notices were returned as undeliverable for incorrect addresses or for other reasons.

M. "Preliminary Approval." Counsel for the Parties shall jointly request that the Court enter an Order Granting Joint Motion for Preliminary Approval of Class Action Settlement; and Certification of Settlement Class (hereinafter referred to as the "Preliminary Approval Order") in substantially the form attached as Exhibit B. Pursuant to the Parties' joint motion for Preliminary Approval, the Parties will request that the Court preliminarily approve the proposed settlement, certify the Settlement Class, confirm Class Counsel, confirm the Plaintiff as Class Representative, approve the Direct Mail Notices, the summary notice, and the Q&A Notice proposed herein, set deadlines for requests for exclusions and objections, and set a hearing date for final approval of the Settlement.

N. "Released Claims" shall mean all claims of Plaintiff, the Settlement Class Members and their successors-in-interest against the Released Parties, in any way related to the subject matter of the Action, including without limitation, any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, known or Unknown Claims, asserted or that might have been asserted, in the complaint in the Action or which Plaintiff or the Settlement Class Member had from the beginning of time until the Effective Date, arising out of, based upon, or in any way relating to the Released Parties or their agents allegedly making telephone calls to any member of the Settlement Class in alleged violation of the TCPA, the NDTPA, or any similar state or federal law. Excepted from the Release and Released Claims are any claims relating to or arising from this Agreement, its performance, breach or enforcement.

O. "Unknown Claims" shall mean any and all claims in any way related to the subject matter of the Action that Plaintiff or any Settlement Class Member does not know or even suspect to exist against any of the Released Parties, which, if known, might have affected his or her decision regarding the settlement of the Action. Plaintiff further acknowledges, and the Settlement Class Members shall be deemed to acknowledge, that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this release, but nevertheless fully, finally, and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, may hereafter exist, or heretofore have existed based upon actions or conduct, which relate to the subject matter of the Action, occurring on or before the date of this Agreement, without regard to subsequent discovery or existence of such different or additional facts concerning each of the Released Parties.

P. “Released Parties” shall mean Clark County Collection Service, LLC (“CCCS”), Dollar Loan Center, LLC (“DLC Nevada”), DLC Empire, LLC (“DLC Empire”), and each of their past, present, and future directors, officers, employees, partners, principals, agents, underwriters, insurers, co-insurers, clients, re-insurers, shareholders, attorneys and any related or affiliated person or company, including any parent, subsidiary, predecessor or successor and all assigns, licensees, divisions, clients, joint ventures and any person or entities directly or indirectly involved in the claims made in the Action.

Q. “Settlement” shall mean the settlement of this Action provided for in this Agreement.

R. “Settlement Fund” shall mean the maximum amount of $8,000,000.00 that will be paid by CCCS to settle all claims, pay incentive awards, pay the cost of notice and claims administration, and attorneys’ fees and costs to Class Counsel, as awarded by the Court. This obligation is guaranteed by DLC Nevada and DLC Empire, as provided herein.

II. CLASS CERTIFICATION

Concurrent with seeking Preliminary and Final Approval of the Settlement, counsel for the Parties shall jointly seek certification, per Fed. R. Civ. P. 23(b)(3), of the Settlement Class as defined above.

III. CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT

For settlement purposes, and subject to Court approval, Plaintiff is appointed as the Class Representative for the Settlement Class and the law firms of BAILEY❖KENNEDY, LLP and HAINES & KRIEGER, L.L.C. shall be appointed as Class Counsel (hereinafter referred to as "Class Counsel").

IV. PRELIMINARY APPROVAL ORDER

Within ten (10) business days after this Agreement is fully executed, or as soon as is reasonably practicable afterward, counsel for the Plaintiff shall request that the Court enter a Preliminary Approval Order in substantially the form attached as Exhibit B. The Plaintiff's motion for Preliminary Approval Order will be substantially in the form attached as Exhibit F, and will request the following:

A. That the Court preliminarily certify the Settlement Class described above in § I.J pursuant to Fed. R. Civ. P. 23(b)(3);

B. That the Court preliminarily approve the class Direct Mail Notices proposed herein;

C. That the Court preliminarily approve the Settlement and this Agreement;

D. That the Court order the Claims Administrator to compile addresses for Settlement Class Members based upon the names and telephone numbers of the Settlement Class Members provided by CCCS, and send the Direct Mail Notices to the Original Notice Group as soon as commercially reasonable, but not more than 120 days following the entry of the Preliminary Approval Order;

E. That the Court order the summary notice proposed herein be published;

F. That the Court order the Q&A Notice proposed herein be posted on a website created or used for this Settlement ("Settlement Website"), and that a copy of the Q&A Notice be mailed to any individual who requests such;

G. That the Court set the date and time for a Fairness Hearing, also called the Final Approval hearing, during which the Parties shall jointly request the entry of a

Final Judgment and Order of Dismissal with Prejudice ("Final Approval Hearing") which may be continued by the Court from time to time without the necessity of further notice; and,

H. That the Court provides deadlines for the submission and service of objections and exclusions.

The Released Parties will not object to Plaintiff's motion for Preliminary Approval Order.

Within ten (10) days after entry of the Preliminary Approval Order, CCCS shall provide to the Claims Administrator, in an electronically searchable and readable format, a file containing the names and last known telephone numbers of the Settlement Class Members. CCCS represents, for settlement purposes, that the estimated size of the class is approximately 18,000 persons. The information contained in said file shall be deemed "Confidential" as defined in the Court's Stipulated Confidentiality Agreement and Protective Order (Dkt. #181), which was filed in the Action on November 17, 2014, and shall be used for no purpose other than the claims administration in this Action.

V. FINAL ORDER AND JUDGMENT

If the Settlement is approved preliminarily by the Court, and all other conditions precedent to the Settlement have been satisfied, counsel for the Plaintiff request that the Court enter a Final Approval Order attached to this Agreement in substantially the form attached as Exhibit A.

If the Final Approval Order gives final approval to the settlement as contained herein without substantive modification of its terms, then upon entry of the Final Approval Order, the Parties expressly waive any and all rights to appeal any orders issued by the Court in connection with the Action, except issues concerning attorneys' fees, costs and expenses as provided in this Agreement. However, if either Party believes the Final Approval Order substantively modifies the terms of this Agreement, that Party may appeal any such order at the appropriate time.

A. AGREEMENT INEFFECTIVE IF NOT APPROVED OR FINALIZED

Plaintiff and Class Counsel agree that the execution of this Agreement, or any related documents, the certification of the Settlement Class, and any other act taken or court paper filed in furtherance of this Agreement shall not be used to urge that litigation pursuant to Fed. R. Civ. P. 23 is appropriate in this case, if for any reason, the Settlement is not approved and/or does not become final. The fact that the parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with the issue of whether a class could otherwise be certified in this or any other lawsuit. The Released Parties expressly reserve the right to oppose class certification should this Settlement not become final and retain any and all rights to object to the maintenance of this action, or any other action, as a class action and to contest this action, or any other action, on any other grounds.

VI. SETTLEMENT PROCESS, CONSIDERATION AND BENEFITS TO SETTLEMENT CLASS

A. DEFINITIONS

1. Total Settlement Pool. The Total Settlement Pool is a maximum of Eight Million Dollars ($8,000,000.00).

2. Minimum Settlement Fund. The Minimum Settlement Fund totals Four Million One Hundred Forty Thousand Dollars ($4,140,000.00). The Minimum Settlement Fund is comprised of two principal parts: (i) attorneys' fees, costs and expenses totaling Two Million Six Hundred Forty Thousand Dollars ($2,640,000.00) ("Fees and Costs"); and (ii) the minimum payment by CCCS of One Million Five Hundred Thousand Dollars ($1,500,000.00), which includes claims administration costs (One Hundred Thousand Dollars ($100,000.00), the class representative's incentive award ($10,000.00) and the Minimum Aggregate Payout to the class ($1,390,000.00).

3. Residual Settlement Fund. The Residual Settlement Fund is the difference between the Total Settlement Pool ($8,000.000.00) and the Minimum Settlement Fund

($4,140,000.00). The amount of the Residual Settlement Fund, if needed, may approach but not exceed Three Million Eight Hundred Sixty Thousand Dollars ($3,860,000.00).

4. The Claims Pool. The "Claims Pool" is the amount of the difference between the Total Settlement Pool less (i) claims administration costs (estimated at $100,000.00), (ii) Fees and Costs (estimated at $2,640,000.00), and (3) the incentive award ($10,000.00).

B. THE BANK ACCOUNT

Within thirty (30) days following the Preliminary Approval, the Claims Administrator shall open an interest bearing account at a federally insured depository bank in Clark County, Nevada, for the purpose of administering the settlement of this action. The Claims Administrator will advise the Parties of the name of the bank and the account number (the "Bank Account"). All interest earned on any amounts in the Bank Account shall become part of the Settlement Fund for all purposes and credited against any amounts owed by Defendant pursuant to this Settlement. Monthly statements for the Bank Account shall be provided by the Claims Administrator to counsel for Plaintiff and Defendant.

C. FUNDING THE INITIAL SETTLEMENT FUND

1. Within thirty (30) days following receipt of the name of the bank and the account number from the Claims Administrator, CCCS will deposit the sum of Six Hundred Thousand Dollars ($600,000.00) into the Bank Account.

2. On the first day of the first full month following the deposit of $600,000.00, and on the first day of each of the nineteen (19) consecutive succeeding months – a total of twenty (20) consecutive months – CCCS shall deposit in the Bank Account the sum of One Hundred Seventy-Seven Thousand Dollars ($177,000.00), bringing the total deposits in the Bank Account to Three Million Five Hundred Forty Thousand Dollars ($3,540.000.00).

3. The Initial Deposit ($600,000.00) and the 20 monthly payments of $177,000.00 ($3,540.000.00) comprise the Minimum Settlement Fund ($4,140,000.00).

D. DISTRIBUTION OF THE SETTLEMENT FUNDS

The Claims Administrator shall distribute the funds in the Settlement Fund in the following order: costs of claim administration (including costs of notice), a class representative incentive award (if any), payment to Settlement Class Members who make valid claims, a *cy pres* payment (if any), and attorneys' fees and cost of litigation.

E. CLAIMS TO BE PAID

The Claims Administrator will determine the initial claim amount (the "Initial Claim Amount") by dividing the Claims Pool by the total number of Settlement Class Members identified by the Claims Administrator (regardless of whether the Claims Administrator locates the Settlement Class Member). The Initial Claim Amount is to be no less than seventy dollars ($70.00) and no greater than fifteen hundred dollars ($1,500.00). For example, if 18,000 Settlement Class Members are identified by the Claims Administrator, then the Initial Claim Amount will be $291.66 ($5,525,000.00 ÷ 18,000 = $291.66).

Except as otherwise provided herein, each Settlement Class Member who makes a timely, valid, and approved claim (an "Approved Claim") shall be entitled to receive an award based on the Initial Claim Amount. Each Settlement Class Member is entitled to only one Approved Claim, regardless of the number of calls that were made to each respective Settlement Class Member.

At the end of the Claims Period, in the event that the number of Approved Claims does not reach the Minimum Aggregate Payout to the class ($1,390,000.00), the amount paid for each Approved Claim shall increase on the *pro rata* basis until the Minimum Aggregate Payout to the class is reached, and no further amounts will be owed to the Settlement Class Members. In no event, however, shall any Settlement Class Member be paid more than fifteen hundred dollars ($1,500.00), which is the maximum amount recoverable under the TCPA. For example, if 18,000 Settlement Class Members are identified by the Claims Administrator and 1,800 Settlement Class Members submit Approved Claims, then the amount of each Approved Claim will increase from $291.66 (the Initial Claim Amount) to a total of $772.22, in order to reach the Minimum Aggregate Payout (1,800 x $772.22 = $1,390,000.00).

In the event that the number of Approved Claims multiplied by fifteen hundred dollars ($1,500.00), still does not reach the Minimum Aggregate Payout to the class ($1,390,000.00), each Settlement Class Member with an Approved Claim shall be paid the sum of fifteen hundred dollars ($1,500.00).

F. FUNDING THE RESIDUAL SETTLEMENT FUND

In the event that the aggregate amount of the Approved Claims exceeds the Minimum Aggregate Payout, CCCS will be required to fund all or part of the Residual Settlement Fund ($3,860,000.00) as needed in order to pay the amount of the Approved Claims. If, in the judgment of the Claims Administrator, it appears—based upon the number of valid claims received—that the Minimum Aggregate Payout ($1,390,000.00) will be insufficient to satisfy the Approved Claims, then the Claims Administrator shall notify CCCS that the Residual Settlement Fund must be accessed, and all or part of the Residual Settlement Fund must then be deposited by CCCS into the Bank Account, to the extent needed to satisfy the remaining claims. (The Claims Administrator may give more than one such notice.) CCCS shall have ninety (90) days from the Claims Administrator's notification to make such deposit, unless CCCS challenges the Claims Administrator's proposed assessment.

CCCS may challenge the Claims Administrator's proposed assessment to the Magistrate Judge assigned to this Action. Should the proposed assessment be deemed appropriate by the Magistrate Judge, CCCS shall have ninety (90) days from the Magistrate Judge's order to make such deposit. If, in the judgment of the Claims Administrator, it becomes necessary to pay valid claims before CCCS makes the deposit from the Residual Settlement Fund, the Claims Administrator may use those monies from the Initial Settlement Fund which had been set aside as Fees and Costs ($2,640,000.00), which monies shall then be replenished when funds from the Residual Settlement Fund are received.

In the event that the number of Approved Claims, multiplied by seventy dollars ($70.00) exceeds the Claims Pool, the amount paid for each Approved Claim shall decrease on a *pro rata* basis until the sum of $5,250,000.00 is reached, and no further amounts will be owed to the Class Members.

G. PAYMENT OF CLAIMS

The Claims Administrator shall send by check (the "Settlement Check") via U.S. Mail to the claimants no later than 30 days after the Effective Date, or as soon thereafter as the Bank Account contains sufficient funds to cover the Settlement Checks.[2] Each Settlement Check will be negotiable for a maximum of one hundred twenty (120) days after it is mailed. If any Settlement Checks are returned, the Claims Administrator shall verify the mailing address with the Class Member at the telephone number provided by the Class Member and take such measures as necessary to again mail any returned Settlement Checks to the address provided by the Class Member to the Claims Administrator. If, after such second mailing, the Settlement Check is again returned, no further efforts need be taken by the Claims Administrator to mail the check again. The Claims Administrator shall advise Class Counsel and counsel for Defendant of the names of the Settlement Class Members whose checks are returned by the postal service as soon as practicable.

H. *CY PRES* AWARD

In the event that the total of the paid claims, paid administration costs, and any paid incentive award does not reach the Minimum Aggregate Payout, the difference shall be paid to The Moment of Truth Ministries, Inc., a Nevada non-profit corporation.

[2] Because the Bank Account is being funded over a 20-month period, and because the Residual Settlement Fund is not available for 90 days, it is possible—though unlikely—that following the Effective Date, the Bank Account may not, until fully funded, contain sufficient funds to pay all valid claims.

VII. ADMINISTRATION AND NOTIFICATION PROCESS

A. CLAIMS ADMINISTRATION AND PAYMENT

Subject to oversight by Class Counsel, the Claims Administrator shall be responsible for all matters relating to the administration of the Settlement, as set forth herein. Those responsibilities include, but are not limited to, giving notice, obtaining follow-up addresses for returned mail, assigning Claim Identification Numbers, setting up a toll-free telephone number, publishing summary notice throughout the state of Nevada, fielding inquiries about the Settlement, processing of claims, acting as a liaison between claimants and Class Counsel regarding claims information, rejecting a claim as inappropriate, directing the mailing of settlement payments to claimants and other duties.

B. PAYMENT OF NOTICE AND CLAIMS ADMINISTRATION COSTS

The Claims Administrator has estimated that the amount of costs required, to mail notice, establish the Settlement Website, publish the required statewide notification, and establish a toll-free telephone number, as well as any other initial administration costs to the Parties, will be One Hundred Thousand Dollars ($100,000.00). The Claims Administrator shall hold in trust One Hundred Thousand Dollars ($100,000.00) from the initial deposit of $600,000.00 deposited by CCCS into the Bank Account for the payment of claims administration costs. The Claims Administrator shall provide monthly billing updates. The Released Parties will not object to the Claim administration cost application as long as it complies with this paragraph. In the event that the claims administration costs do or are likely to exceed $100,000.00, Class Counsel may, for good cause, seek to increase this amount, supported by adequate documentation from the Claims Administrator. If the costs are less than $100,000.00, the remaining funds shall go towards the Minimum Aggregate Payout.

C. NOTICES

The Claims Administrator shall, as soon as commercially reasonable (but not more than 120 days) following the Court's entry of the Preliminary Approval Order, provide notice of the

Settlement to the Settlement Class Members as follows, subject to the Claims Administrator's discretion to modify any of these steps after discussion with an agreement by all counsel:

1. Direct Mail Notices

With oversight and approval by the Parties, the Claims Administrator shall mail individual class notices via first-class mail in postcard-style form ("Direct Mail Notices") to the Settlement Class Members it can identify through CCCS's electronic file containing the names and last known telephone numbers. The Claims Administrator will review cell phone information available from CCCS and will do what it believes is necessary to identify Settlement Class Members' most current addresses without calling or contacting DLC Nevada customers. The Direct Mail Notices shall be in substantially the form attached as Exhibit C. The Direct Mail Notices shall provide the following:

a. the Settlement's terms;

b. information as to how to make a claim;

c. a Claim Identification Number;

d. a toll-free telephone number to both inquire about the Settlement and to make claims;

e. information on the Final Approval Hearing;

f. information on the procedure to request exclusion from the Settlement Class; and

g. information on the procedure to object to the fairness of the Settlement.

Any addresses that are found to be not current or are otherwise inaccurate during the notice and claims process shall be provided upon request to Class Counsel and Counsel for Defendant CCCS. Any mail that is returned undeliverable by the U.S. Post Office (RUM) shall be sent again if a new address is found by the Claims Administrator. Such re-mails shall be completed immediately upon receipt of the RUM so that such recipients of the new Direct Mail Notice shall have a minimum of thirty (30) days to make a claim, *i.e.* mailed again within 90 days of the original mailing.

2. Publication

The Claims Administrator shall cause to be published a summary notice of the Settlement in two (2) consecutive editions of *Nevada Legal News*, the *Las Vegas Review Journal*, and the *Reno Gazette Journal*. The summary notice shall direct Settlement Class Members to the Settlement Website, as discussed below in § VII.C.3. The summary notice shall include the toll-free telephone number for the Claims Administrator running the Settlement Call Center discussed below in § VII.C.4. The notice shall be in the form attached as Exhibit D. Prior to the Fairness Hearing, the Claims Administrator shall file a declaration, confirming the summary notice was published.

3. Website Notice

With oversight and approval the Parties, a Settlement Website will be established to answer questions about the Settlement, to allow the filing of claims and to allow anyone to review the important documents relating to the Settlement, including but not limited to the Agreement and exhibits, the Court's Orders, briefs requesting attorneys' fees and costs, and the motion for Final Approval of the Settlement. The Long-Form Question & Answer Notice form notice ("Q&A Notice") will be made available on the Settlement Website. The Q&A Notice shall be in substantially the form attached as Exhibit E. Upon request, and within a reasonable time after the request, the Claims Administrator will mail the Q&A Notice to each person who calls the Settlement Call Center and requests a copy of the full notice.

4. Toll Free Number and Settlement Call Center

A toll-free number will be designated by the Claims Administrator for receiving toll-free calls related to the settlement (hereinafter referred to as the "Settlement Call Center"). The Settlement Call Center will be run by the Claims Administrator. The toll free number shall be operational at a minimum from 9:00 AM to 9:00 PM or at such other times as the Claims Administrator deems necessary. That telephone number shall be maintained for a period of time from the date of first sending out the Direct Mail Notices through at least 30 days after the Claims Period closes. Claimants, potential claimants, or persons with questions about the

Settlement may call the toll-free number from anywhere within the United States to ask questions of the Claims Administrator about the Settlement, and to provide information to make a claim. The U.S. Magistrate Judge shall decide any dispute that may arise between the Parties regarding how the Settlement Call Center will operate. The Settlement Call Center will not be used for any collection purpose.

The toll-free number for the Settlement Call Center will be identified in the Direct Mail Notices, the summary notice and the Q&A Notice. Upon request, and within a reasonable time after the request, the Claims Administrator will mail the Q&A Notice to each person who calls the Settlement Call Center and requests a copy of the full notice.

D. MAKING A CLAIM

The Direct Mail Notices and Q&A Notice shall state that all claims made pursuant to this Settlement must be made by the following methods:

1. Calling the Settlement Call Center during its stated business hours; or
2. Submitting a claim in writing and mailed or otherwise sent by overnight mail to the Claims Administrator; or
3. Filing a claim on the Settlement Website maintained by the Claims Administrator.

The Direct Mail Notices and Q&A Notice shall state the exact date and time of day by which the claim must be made by telephone, through the website, received by mail, or sent by overnight delivery or courier in order to file a proper claim. Such claims must be submitted and received within the Claims Period.

In order to submit a claim, the Settlement Class Member must provide the following information about himself or herself: (1) his or her full name; (2) confirmation of his or her identity and cell phone number pursuant to a procedure determined by the Claims Administrator; (3) the Claim Identification Number, if he or she received a Direct Mail Notice; (4) his or her current address for mailing settlement payment, (5) that he or she was the subscriber or the regular user of the cell phone number that was called; and (6) if known, the name of the customer for whom he/she was listed as a "Reference". If the Class Member does not know which customer listed him/her as a reference, then the Class Member must provide his or her social security number. Further, the Settlement Class Member must declare, under penalty of perjury, that all the information provided to the Claims Administrator is true and correct.

None of the information gathered during this claim process will be used for any collection purpose. Subject to the appropriate notices of recording and monitoring, all calls to the Settlement Call Center will be recorded and may be monitored. When calling the Settlement Call Center, the Class Member will be advised at the beginning of the call that the calls will be recorded (and perhaps monitored) in compliance with law and the caller will be required to consent to the recording and monitoring of the call. The Claims Administrator will not provide any cellular telephone account information (including telephone numbers) to prospective class members; the Claims Administrator will only confirm cellular telephone account information (i.e. telephone numbers) provided by prospective class members.

E. CLAIMS REVIEW PROCESS

Every week, the Claims Administrator will provide a list to Class Counsel and Counsel for Defendant CCCS of the names of each Class Member who made a claim during that week, along with the identifying information and evidence submitted by each Class Member, and any claims denied by the Claims Administrator. Each Class Member who does not exclude himself or herself from the class and who makes a timely claim as set forth above, shall be entitled to receive a Settlement Check if (1) the name of the Class Member was listed by a customer of DLC Nevada as a "reference" on a credit application and CCCS's records confirm that the Class Member received a call by CCCS to the referenced phone number during the Class Period (excluding calls made by manually dialing via a desktop telephone and excluding a single telephone call received as a result of a reassigned telephone number, as defined by the Federal Communications Commission in its TCPA Omnibus Declaratory Ruling and Order No. 15-72 (July 18, 2015) or (2) notwithstanding lack of confirmation in CCCS's records, the Claims Administrator confirms, through other evidence, that the claimant received such a call. Claims involving calls that were not actually connected or received by Settlement Class Members will be deemed invalid. For example, a call would not be actionable if it resulted in an incomplete or "dropped" call, busy signal, or if the called number was not in service. Defendant shall have ninety (90) days to review, object to, and contest the validity of any claims before any are deemed valid.

No claims can be denied as invalid on the basis that consent was given to make the call. If Defendant disputes any claims because its records do not show that the referenced numbers were called and Class Counsel disagrees with the Defendant, then the Parties shall attempt to settle the claims issues informally and, if they are unable to do so, then the viability of the claims shall be reviewed and decided by the Magistrate Judge assigned to this case. The Magistrate Judge's ruling on the claim shall be binding on all Parties and Settlement Class Members and shall be non-appealable.

VIII. ADMINISTRATION OF EXCLUSIONS AND OBJECTIONS

Class Counsel and counsel for Defendant shall jointly administer, or oversee the administration of, the receipt of any and all requests for exclusion and objections.

IX. EXCLUSIONS

Any Class Member who desires to be excluded from the class ("opt-out") must send a written request for exclusion to the Claims Administrator with a postmark date no later than ten (10) days after the last date of the Claims Period. The Claims Administrator shall provide a list of the names of each Class Member who submitted a timely exclusion to counsel for Defendant and Class Counsel as soon as possible after the deadline passes, so that a copy of this list can be filed with the Court along with the Parties' motion for final approval. The Parties agree that the opt-out list shall be filed with the Court within sufficient time prior to the Fairness Hearing, to apprise the Court of the identity of such persons.

A. In the written request for exclusion, the Class Member must state: his or her full name, address, and telephone number, and must specifically state that he or she wishes to be excluded from the settlement.

B. Any Class Member who submits a valid and timely request for exclusion shall not be bound by the terms of this Agreement.

X. OBJECTIONS

Any Class Member who intends to object to the fairness of this settlement must file a written objection with the Court no later than ten (10) days before the Final Approval Hearing date. Further, any such Class Member must, within the same time period, provide a copy of the written objection to Class Counsel and counsel for Defendant.

A. In the written objection, the Class Member must state: his or her full name, address, and telephone number; the reasons for his or her objection; and, whether he or she intends to appear at the Fairness Hearing on his or her own behalf or through counsel. Further, the Class Member must attach to his or her objection any documents supporting the objection.

B. Any Class Member who does not file a valid and timely objection to the settlement shall be barred from seeking review of the Settlement by appeal or otherwise.

XI. INQUIRIES FROM SETTLEMENT CLASS MEMBERS

When responding to any inquiry from a Class Member, the Released Parties, Plaintiff, and Class Counsel will confirm that they believe the settlement is fair and reasonable.

XII. FINAL APPROVAL FAIRNESS HEARING

Subject to approval by the Court, the Fairness Hearing, or Final Approval Hearing, will be conducted regarding the settlement as soon as practicable after the Court's entry of the Preliminary Approval Order, the close of the claims period and the expiration of the deadline for Settlement Class Members to request exclusion or opt-out of the Settlement Class or object to the settlement.

XIII. RELEASES

Except as specifically provided elsewhere in this Agreement, as of the Effective Date, Plaintiff and the Settlement Class Members fully, finally, and forever settle, release, and discharge the Released Parties from the Released Claims, and are forever barred from asserting any of the Released Claims in any court or forum whatsoever against any of the Released Parties.

A. The Parties agree that this Agreement is intended to completely release the Released Parties from any liability for the Released Claims and are forever barred from asserting any of the Released Claims in any court or forum whatsoever against any of the Released Parties.

B. Upon execution of this Agreement, Plaintiff fully, finally, and forever settles, releases, and discharges the Released Parties from any remaining claims that he may have against the Released Parties.

XIV. COVENANT NOT TO SUE

Plaintiff agrees and covenants, and each Settlement Class Member will be deemed to have agreed and covenanted, not to sue any Released Party with respect to any of the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum.

XV. TERMINATION

After completing a good faith negotiation, Class Counsel and the Released Parties shall each have the right to terminate this Agreement by providing written notice to the other within seven (7) days of:

A. The Court's refusal to enter a Preliminary Approval Order in substantially the form attached as Exhibit B;

B. The Court's refusal to approve the settlement following the Fairness Hearing, also known as the Final Approval Hearing; or

C. The Court's refusal to enter a Final Approval Order in substantially the form attached as Exhibit A.

D. If the Final Approval Order is modified or reversed in material respect by any Court of Appeal or the Supreme Court.

If either Class Counsel or the Released Parties terminate this Agreement as provided herein, the Agreement shall be of no force or effect and the Parties' rights and defenses shall be restored, without prejudice, to their respective positions as if this Agreement had never been executed.

XVI. ATTORNEYS' FEES, COSTS, AND EXPENSES

Class Counsel shall file an application for attorneys' fees, costs, and expenses in an amount not to exceed Two Million, Six Hundred Forty Thousand Dollars ($2,640,000.00), to be paid from the Settlement Fund. Such "costs" as used in this paragraph do not include the costs of notice and claims administration described elsewhere in this Agreement, but only include the litigation and related costs incurred by Class Counsel during the litigation. Such application shall be filed on or before the date of filing the Parties' Motion for Final Approval of Class Action Settlement. The Released Parties will not object to the fees, costs, and expense application as long as it complies with this paragraph. The Parties intend and agree that amount which is no greater than thirty-three percent (33%) of the Settlement Fund is fair and reasonable in this Action and the Released Parties will not contest that amount regardless of the ultimate amount of claims submitted or paid. The Claims Administrator shall pay Class Counsel the attorneys' fees costs and expenses awarded by the Court as funds are available and in the priority set forth in this Agreement as long as such fees, costs, and expenses do not exceed thirty-three percent (33%) of the Settlement Fund.[3] Such payment shall be made by check payable jointly to Bailey❖Kennedy and Haines & Krieger.

XVII. PAYMENT TO CLASS REPRESENTATIVE

Class Representative will also ask the Court to award his incentive award for the time and effort he has personally invested in this Action. The Released Parties will not object to such incentive payment to be paid to Mr. Grider from the Settlement Fund provided it does not exceed Ten Thousand Dollars ($10,000.00) subject to Court approval. Within thirty (30) days after the Effective Date and after receipt of the payee's completed W-9 form, the Claims Administrator shall pay to Plaintiff's counsel the amount of the incentive payment awarded by the Court, and Plaintiff's counsel shall disburse such funds.

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[3] Because the Bank Account is being funded over a 20-month period, Class Counsel realizes it is possible that following the Effective Date, the Bank Account may not, until fully funded, contain sufficient funds to pay all of their fees until all the payments are made. Class Counsel will be paid as payments to the Bank Account are made.

XVIII. CONSIDERATION TO CLASS NOT CONTINGENT ON FEE AWARD

The Parties and their counsel represent and agree that the consideration to be provided to the Settlement Class Members is not contingent on the attorneys' fees to be awarded. The procedure for and the allowance or disallowance by the Court of any application by Class Counsel for attorneys' fees, costs, or expenses, including the fees of experts and consultants are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement, and any order or proceedings relating to the fee, cost, and expense application, or any appeal from any order relating thereto, or reversal or modification thereof, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the Final Approval Order approving this Agreement and the settlement of the Action.

XIX. PUBLICITY

The Parties recognize that the notice in this case may generate inquiries by the class or by the general public. The Parties further recognize that Class Counsel owe an obligation to fully discuss the settlement's terms and conditions with Settlement Class Members or persons who are making an inquiry to determine if they are Settlement Class Members. The Parties and their counsel agree that they will not issue any press releases[4] or take any other affirmative step to make the terms of this settlement public, but are not forbidden from discussing this case with anyone who contacts them about its terms, including Settlement Class Members, or persons that might be Settlement Class Members. Notwithstanding the foregoing, however, the Parties and their counsel agree that they will not make any first contact with any media source, directly or indirectly, nor issue any press release nor hold any press conference about this settlement or the case in general, advertise, or otherwise attempt to disseminate settlement information through the

[4] This does not include the publication of summary notice as contemplated in § VII.C.2.

media other than the notice process as set forth herein. However, the Parties and their counsel may direct any member of the media that contacts them to the website established for posting the summary notice or to the Court files. If counsel for the Parties is contacted by any member of the media about this case or the settlement, counsel may answer any such media inquiries only by directing the media to the notice on the Settlement Website. Counsel for the Parties agrees not to provide on-camera interviews. After the entry of final judgment in this case, Counsel may list this action by its caption on their curriculum vitae's, but shall not list or discuss this action by caption or by identifying the Parties by name on their website or other similar websites and publications. Plaintiff's counsel further agrees not to disparage the Released Parties about this case or settlement in any way to any member of the media. Further, this confidentiality limitation does not apply to any disclosure required by court order, or in conjunction with performing this settlement. The exclusive remedy for violation of this section (XIX) is an action for injunctive relief.

XX. GUARANTEES

DOLLAR LOAN CENTER, LLC, and DLC EMPIRE, LLC, and each of them (hereinafter "Guarantors"), as Guarantors, hereby absolutely and unconditionally guarantee to Plaintiff and the Settlement Class Members the due, regular, and punctual payment and performance of the obligations of CCCS under this Agreement, as the same may hereafter be extended, renewed, modified, or amended. Upon final approval of this Settlement by the Court, all TCPA and NDTPA claims asserted against DLC Nevada and DLC Empire shall be dismissed with prejudice. However, DLC Nevada and DLC Empire shall thereafter remain subject to this Court's jurisdiction as Guarantors, which may be enforced in this Action by motion in the event of a default by CCCS on any of its obligations.

XXI. NOTICE UNDER 28 U.S.C. § 1715

CCCS agrees that within ten (10) days of the filing of the proposed settlement with the Court, it shall give the notices required by 28 U.S.C. § 1715.

XXII. MISCELLANEOUS PROVISIONS

Any exhibits to this Agreement are an integral part of the settlement and are expressly incorporated herein as part of this Agreement.

XXIII. NO ADMISSION OF LIABILITY

This Agreement is for settlement purposes only. The Parties acknowledge that this Agreement is not an admission of wrongdoing, negligence, or liability by the Released Parties. This Agreement shall not be offered or be admissible against the Released Parties, or cited or referred to, in any action or proceeding, except in an action or proceeding brought to enforce its terms.

XXIV. INTEGRATION

No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Agreement. This Agreement contains the entire agreement between the Parties and—when fully executed—supersedes any and all other agreements between the Parties, including any and all other mediation and settlement agreements. The terms of this Agreement are contractual.

XXV. GOVERNING LAW

This Agreement shall be interpreted in accordance with Nevada law.

XXVI. RETENTION OF JURISDICTION

U.S. Magistrate Judge Carl W. Hoffman agreed during the June 19, 2015 mediation to retain jurisdiction to resolve any disputes which arise regarding the administration and enforcement of this Agreement. The Parties shall request that the Court and the U.S. Magistrate Judge retain continuing and exclusive jurisdiction over the Parties to this Agreement, including the Plaintiff and all Settlement Class Members, and over the administration and enforcement of this Agreement.

XXVII. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, heirs, successors, and assigns.

XXVIII. PARTIAL INVALIDITY

In the event that any of the provisions of this Agreement are held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect other provisions of this Agreement if the Released Parties and Class Counsel mutually elect to proceed as if the invalid or unenforceable provision had never been included in the Agreement.

XXIX. JOINTLY DRAFTED; NO PRESUMPTION

This Agreement shall be deemed to have been drafted jointly by the Parties and, in construing and interpreting this Agreement, no provision of this Agreement shall be construed or interpreted against any Party because such provision, or this Agreement as a whole, was purportedly prepared or requested by such Party.

XXX. COUNTERPARTS

This Agreement may be signed in counterparts and the separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument.

XXXI. AMENDMENT

This Agreement may not be amended, modified, altered or otherwise changed in any manner except by a writing signed by a duly authorized agent of Released Parties and Class Counsel, and approved by the Court.

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XXXII. NOTICES

Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and shall be sent by electronic mail, fax, or hand delivery, and confirmed by registered or certified mail, postage prepaid, as follows:

If to Class Counsel:

Dennis L. Kennedy, Esq.
Joshua M. Dickey, Esq.
Paul C. Williams, Esq.
BAILEY❖KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148-1302
Tel: (702) 562-8820
Fax: (702) 562-8821
dkennedy@baileykennedy.com
jdickey@baileykennedy.com
pwilliams@baileykennedy.com

If to Released Parties' counsel:

Patrick J. Reilly, Esq.
Nicole E. Lovelock, Esq.
HOLLAND & HART LLP
9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134
Tel: (702) 669-4600
Fax: (702) 669-4650
preilly@hollandhart.com
nelovelock@hollandhart.com

[SIGNATAURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Agreement to be executed this 3rd day of December, 2015.

RONALD GRIDER

Dennis L. Kennedy, Esq.
Joshua M. Dickey, Esq.
Paul C. Williams, Esq.
BAILEY❖KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148-1302

George H. Haines, Esq.
David H. Krieger, Esq.
HAINES & KRIEGER
8985 South Eastern Avenue, Suite 130
Las Vegas, Nevada 89123

Attorneys for Plaintiff and the Settlement Class

CLARK COUNTY COLLECTION SERVICE, LLC

By: Mary P. Brennan

Its: DIRECTOR OF OPERATIONS

DOLLAR LOAN CENTER, LLC, as Guarantor

By:

Its: National Director of Operations

DLC EMPIRE, LLC, as Guarantor

By:

Its: National Director of Operations

Patrick J. Reilly, Esq.
Nicole E. Lovelock, Esq.
HOLLAND & HART LLP
9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134

Holly Stein Sollod, Esq.
HOLLAND & HART LLP
555 17th Street
Denver, Colorado 80202

Attorneys for Defendant and the Released Parties

8120529_3

Exhibit A

Exhibit A

DENNIS L. KENNEDY, NEV. BAR NO. 1462
JOSHUA M. DICKEY, NEV. BAR NO. 6621
PAUL C. WILLIAMS, NEV. BAR NO. 12524
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Telephone Number: (702) 562-8820
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JDickey@BaileyKennedy.com
PWilliams@BaileyKennedy.com

[Additional Attorneys on Signature Page]

Attorneys for Plaintiffs

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LAS VEGAS, NEVADA 89148
PHONE (702) 562-8820

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

RONALD GRIDER, individually and on behalf of all others similarly situated;

Plaintiff,

vs.

CLARK COUNTY COLLECTION SERVICE, LLC, a Nevada limited-liability company; DOLLAR LOAN CENTER, LLC, a Nevada limited-liability company; and DLC EMPIRE, LLC, a South Dakota limited-liability company,

Defendants.

Case No.: 2:13-cv-01731-KJD-CWH

[PROPOSED]

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

On November __, 2015, Plaintiff Ronald Grider ("Plaintiff") and Defendant Clark County Collection Service, LLC ("CCCS"), (hereinafter, collectively referred to as the "Parties") entered in to a Settlement Agreement and Release (hereinafter referred to as the "Settlement Agreement"), along with Dollar Loan Center, LLC and DLC Empire, LLC (collectively, the "Released Parties"), which is subject to review under Federal Rule of Civil Procedure 23. The Parties filed a Joint Motion for Preliminary Approval of Class Action Settlement Agreement and Certification of Settlement Class (hereinafter referred to as the "Preliminary Approval Motion") in the above-captioned action (the "Action").

On November ___, 2015, the Parties jointly filed the Settlement Agreement, along with the Preliminary Approval Motion.

On ________________, 201__, upon consideration of the Settlement Agreement, Preliminary Approval Motion, and the record, the Court entered an Order Granting Joint Motion for Preliminary Approval of Class Action Settlement Agreement; and Certification of Settlement Class (hereinafter referred to as the "Preliminary Approval Order").

On _____________, 201__, the Plaintiff filed his Motion for Final Approval of Settlement (hereinafter referred to as the "Final Approval Motion"). Pursuant to the Final Approval Motion, Plaintiff requests final certification of the Settlement Class under Federal Rule of Civil Procedure 23(b)(3) and final approval of the proposed class action Settlement.

On _____________, 201__, a Final Approval Hearing was held pursuant to Federal Rule of Civil Procedure 23 to determine whether the Action satisfies the applicable prerequisites for class action treatment and whether the proposed Settlement is fundamentally fair, reasonable, adequate, and in the best interests of the Class Members and should be approved by the Court.

The Court has read and considered the Settlement Agreement, Final Approval Motion and the record. All capitalized terms used herein have the meanings defined herein and/or in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

I. JURISDICTION: The Court has jurisdiction over the subject matter of the Action and over all settling parties hereto.

II. SETTLEMENT CLASS MEMBERS: Pursuant to Federal Rule of Civil Procedure 23(b)(3), the Action is hereby finally certified, for settlement purposes only, as a class action on behalf of the following class members:

1. The Class or Settlement Class Members consists of: All natural persons, within the United States, who were called by CCCS, on their cellular telephone—excluding calls that were initiated by manually dialing via a desktop telephone—between September 20, 2009 and September 20, 2013 (the "Class Period"), as a result of having their telephone number listed by a customer of DLC Nevada as a "Reference" on a credit application; Settlement Class Members do not include recipients of a single telephone call received as a result of a reassigned telephone

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number, as defined by the Federal Communications Commission in its TCPA Omnibus Declaratory Ruling and Order No. 15-72 (July 18, 2015).

2. Excluded from the class are Defendants and Released Parties, any parent companies, affiliates, subsidiaries or any employees thereof, and any entities in which any of such companies has a controlling interest; the Judge or Magistrate Judge to whom the Action is assigned and any member of those Judges' immediate families; as well as all persons who validly request exclusion from the Class.

III. CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT: Pursuant to Federal Rule of Civil Procedure 23, Plaintiff Ronald Grider is the "Class Representative", and Bailey Kennedy and Haines & Krieger are certified as "Class Counsel".

IV. NOTICE AND CLAIMS PROCESS: Pursuant to the Court's Preliminary Approval Order, the Claims Administrator has complied with the approved notice process as confirmed in its declaration filed with the Court. The form and method for notifying the Settlement Class Members of the Settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order and satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2)(B) and due process, and constituted the best notice practicable under the circumstances. The Court finds that the notice process was designed to advise the Settlement Class Members of their rights. Further, the Court finds that Settlement Fund is approved, and the claim process set forth in the Settlement Agreement was followed and that the process was the best practicable procedure under the circumstances.

V. FINAL CLASS CERTIFICATION: The Court finds that the Action satisfies the applicable prerequisites for class action treatment under Federal Rule of Civil Procedure 23, for settlement purposes. The Court finds that the Settlement of the Action, on the terms and conditions set forth in the Settlement Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interests of the Settlement Class Members, especially in light of the benefits to the Settlement Class Members, the strength of the Plaintiff's case, the complexity, expense and probable duration of further litigation, the risk and delay inherent in possible appeals, and the risk of collecting any judgment obtained on behalf of the class.

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VI. SETTLEMENT TERMS: The Settlement Agreement, which has been filed with the Court and shall be deemed incorporated herein, and the proposed Settlement is finally approved and shall be consummated in accordance with the terms and provisions thereof, except as amended by any order issued by this Court. The material terms of the Settlement Agreement include, but are not limited to, the following:

1. The Claims Administrator, shall pay each of the ______________ claimants that made a timely and valid claim the sum of $_________;

2. The Claims Administrator shall pay from the Settlement Fund the total sum of $10,000.00 to the Plaintiff Ronald Grider, payable through Class Counsel, as an incentive payment for bringing and participating in this Action;

3. The Claims Administrator shall be paid from the Settlement Fund the sum of $________________ for its costs and fees incurred for the cost of notice and claims administration; and

4. The Claims Administrator shall pay from the Settlement Fund to Class Counsel the sum of $_____________________ as attorneys' fees and costs incurred in litigating this Action, in the manner specified in the Settlement Agreement.

VII. EXCLUSIONS AND OBJECTIONS: A total of ____ exclusions were received. Those persons requesting exclusion are named on Exhibit A to this Order. The Court hereby excludes these individuals from the Class and Settlement.

VIII. The Settlement Class Members were given an opportunity to object to the Settlement. Only _____ Settlement Class Members filed objections. After consideration of each of the objections, the Court hereby overrules such objections.

IX. This Order is binding on all Settlement Class Members, except those individuals named on Exhibit A, who validly and timely excluded themselves from the Class.

X. RELEASE OF CLAIMS AND DISMISSAL OF ACTION: The Class Representative, Settlement Class Members, and their successors and assigns are permanently barred and enjoined from instituting or prosecuting, either individually or as a class, or in any other capacity, any of the Released Claims against any of the Released Parties, as set forth in the Settlement Agreement. Pursuant to the

Release contained in the Settlement Agreement, the Released Claims are compromised, discharged, and dismissed with prejudice by virtue of these proceedings and this Order.

XI. The Action is hereby dismissed with prejudice in all respects.

XII. This Order is not, and shall not be construed as, an admission by Defendant or Released Parties of any liability or wrongdoing in this or in any other proceeding.

XIII. Without affecting the finality of this Final Judgment and Order of Dismissal with Prejudice, the Court hereby retains continuing and exclusive jurisdiction over the Parties and all matters relating to the Action and/or Settlement Agreement, including the administration, interpretation, construction, effectuation, enforcement, and consummation of the settlement and this order.

IT IS SO ORDERED.

Dated:____________________

____
THE HON. KENT J. DAWSON
UNITED STATES DISTRICT COURT JUDGE

Respectfully Submitted by:

BAILEY❖KENNEDY

By: /s/ Dennis L. Kennedy
DENNIS L. KENNEDY
JOSHUA M. DICKEY
PAUL C. WILLIAMS

HAINES & KRIEGER
GEORGE H. HAINES
DAVID H. KRIEGER
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Exhibit B

Exhibit B

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JOSHUA M. DICKEY, NEV. BAR NO. 6621
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LAS VEGAS, NEVADA 89148
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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

RONALD GRIDER, individually and on behalf of all others similarly situated;

Plaintiff,

vs.

CLARK COUNTY COLLECTION SERVICE, LLC, a Nevada limited-liability company; DOLLAR LOAN CENTER, LLC, a Nevada limited-liability company; and DLC EMPIRE, LLC, a South Dakota limited-liability company,

Defendants.

Case No.: 2:13-cv-01731-KJD-CWH

[PROPOSED]

ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; AND CERTIFICATION OF SETTLEMENT CLASS

WHEREAS, Plaintiff and Defendants have reached a proposed settlement and compromise of the dispute among them and other similarly situated individuals in the Action, which is set forth in the Settlement Agreement filed with the Court; and

WHEREAS, Plaintiff has applied to the Court for preliminary approval of the proposed Settlement, the terms and conditions of which are set forth in the Settlement Agreement; and

WHEREAS, the Court has fully considered the record of these proceedings, the Settlement Agreement and all exhibits thereto, the representations, arguments and recommendation of counsel for the Parties and the requirements of law; and

WHEREAS, it appears to the Court upon preliminary examination that the proposed Settlement is fair, reasonable and adequate, and that a hearing should be held after notice to the Settlement Class of the proposed Settlement to finally determine whether the proposed Settlement is fair, reasonable and adequate and whether a Final Judgment and Order of Dismissal with Prejudice should be entered in this Action.

THE COURT FINDS AND ORDERS AS FOLLOWS:

1. The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.

2. The Court confirms the Stipulation and Order to Amend Case Caption dated November 2, 2015, which amends the case caption as followed to more accurately reflect the current Plaintiffs and Defendants in this Action:

RONALD GRIDER, individually and on behalf of all others similarly situated;

Plaintiff,

vs.

CLARK COUNTY COLLECTION SERVICE, LLC, a Nevada limited-liability company; DOLLAR LOAN CENTER, LLC, a Nevada limited-liability company; and DLC EMPIRE, LLC, a South Dakota limited-liability company,

Defendants.

3. The Court preliminarily approves the Settlement Agreement as fair, reasonable and adequate to the Settlement Class, as falling within the range of possible final approval, and as meriting notice of the Settlement to persons in the Settlement Class for their consideration and a hearing on the approval of the Settlement.

4. The Settlement Agreement was entered into by experienced counsel and only after extensive discovery and arms-length negotiations involving two day-long mediations with Lawrence Leavitt, Retired U.S. Magistrate Judge (January 6, 2015) and Carl W. Hoffman, the U.S. Magistrate Judge assigned to the Case (June 19, 2015); and one half-day-long mediation with Carl W. Hoffman, the U.S. Magistrate Judge assigned to the Case (September 22, 2015).

5. For purposes of the Settlement only, the Court conditionally certifies the Settlement Class, which consists of: All natural persons, within the United States, who were called by Clark County Collection Service, LLC ("CCCS"), on their cellular telephone—excluding calls that were initiated by manually dialing via a desktop telephone—between September 20, 2009 and September 20, 2013 (the

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"Class Period"), as a result of having their telephone number listed by a customer of Dollar Loan Center, LLC as a "Reference" on a credit application; Settlement Class Members do not include recipients of a single telephone call received as a result of a reassigned telephone number, as defined by the Federal Communications Commission in its TCPA Omnibus Declaratory Ruling and Order No. 15-72 (July 18, 2015). Excluded from the class are Defendants, any persons, companies, affiliates, subsidiaries or any employees thereof, and any entities in which any of such companies has a controlling interest; the Judge or Magistrate Judge to whom the Action is assigned and any member of those Judges' immediate families; as well as all persons who validly request exclusion from the Class.

The Parties estimate that there are between 10,000 and 18,000 Settlement Class Members. In order to determine the actual number of Settlement Class Members, each telephone number must be extracted from Defendants' records, and all non-cellular phone numbers excluded.

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6. The Court preliminary finds, for Settlement purposes only, that:

a. The above-described Settlement Class is so numerous that joinder of all members is impracticable;

b. There are questions of law or fact common to the Settlement Class;

c. The claims of the Class Representative are typical of the claims of the Settlement Class;

d. The Class Representative will fairly and adequately protect the interests of the Settlement Class;

e. The questions of fact or law common to the members of the Settlement Class predominate over the questions affecting only individual members; and

f. Certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Court finds that it has personal jurisdiction over all Settlement Class Members.

8. The named Plaintiff, Ronald Grider, shall be the Class Representative of the Settlement Class. This Court preliminarily finds that he will fairly and adequately represent and protect the interests of the absent Settlement Class Members.

9. The Court approves the law firms of Bailey❖Kennedy and Haines & Krieger as settlement Class Counsel. This Court preliminarily finds that they are competent, capable of exercising all responsibilities as Class Counsel and will fairly and adequately represent and protect the interests of the absent Settlement Class Members.

10. The Court approves ILYM Group to serve as the Claims Administrator in this Action.

11. A Final Approval Hearing shall be held before this Court at ____ a.m. on __________, 201__, to address: (a) whether the proposed Settlement should be finally approved as fair, reasonable and adequate and whether the Final Judgment and Order of Dismissal With Prejudice should be entered; and (b) whether Class Counsels' Attorney's Fees and Costs Application and the incentive award for the Class Representative should be approved. Papers in support of final approval of the Settlement, the incentive award to Class Representative, and Class Counsel's Attorneys' Fees and Costs Application shall be filed with the Court according to the schedule set forth in Paragraph 21 below. The Final Approval Hearing may be postponed, adjourned, or continued by order of the Court without further notice to the Settlement Class. After the Final Approval Hearing, the Court may enter a Final Judgment and Order of Dismissal With Prejudice in accordance with the Settlement Agreement that will adjudicate the rights of all Settlement Class Members with respect to the Released Claims being settled.

12. The Court approves, as to form and content, Direct Mail Notices, Q & A Notice, and summary publication notice substantially similar to the forms attached to the Settlement Agreement as Exhibits C, D, and E. Direct Mail Notices will be based upon reverse directory lookup of the Class List as performed by the Claims Administrator. Direct Mail Notices will then be provided to members of the Settlement Class by first-class U.S. mail to addresses obtained through such reverse directory lookup. The Claims Administrator shall also establish a Settlement Website and give notice by publication, as provided in the Settlement Agreement.

13. The information (primarily names and telephone numbers) necessary to the giving of notice is contained in CCCS's records, and the time and effort required to gather that information in order to start the notice process is uncertain; accordingly, CCCS is ordered to provide to the Claims Administrator, in an electronically searchable and readable format, a file containing the names and last known telephone numbers of the Settlement Class Members within ten (10) days of this order. The

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Claims Administrator shall gather Settlement Class Member addresses in a commercially reasonable time – but not longer than 90 days from the date of this Order. When this has been done, the Claims Administrator shall give notice to the Court and the Parties (the "Notice of Records Review Completion").

14. Notices to Settlement Class Members may be sent at any time by the Claims Administrator, but all Direct Mail Notices shall be mailed within 30 days of the date of the Notice of Records Review Completion. No later than five business days prior to the Final Approval Hearing, the Claims Administrator shall file with the Court a declaration attesting to compliance with this Order.

15. The cost of providing notice to the Settlement Class Members and claims administration shall be paid from the Settlement Fund, as provided for in the Settlement Agreement.

16. The notice program, as directed in this Order, constitutes the best notice practicable under the unique circumstances of this case and is reasonably calculated to apprise the members of the Settlement Class of the pendency of this Action and of their right to object to the Settlement or exclude themselves from the Settlement Class. The Court further finds that the notice program as outlined in Paragraph 12 is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive such notice and that it meets the requirements of due process and of Federal Rule of Civil Procedure 23. Nothing herein shall impact Class Counsels' ability to discharge their attorney-client obligations to the Settlement Class Members, including the discussion and explanation of the Settlement.

17. Any of the Settlement Class Members who elect to exclude themselves shall not be entitled to receive any of the benefits of the Settlement, shall not be bound by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement or appear at the Final Approval Hearing.

18. Any Settlement Class Member who does not submit a valid and timely request for exclusion may object to the proposed Settlement. To be valid, the objection must either be filed through the Court's CM/ECF system or sent via mail to the Clerk of the Court and sent to Class Counsel and Defendants' Counsel no later than ten (10) days before the Final Approval Hearing date. The Settlement Class Member must include in the objection his/her full name, address, and telephone number, the

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reasons for his or her objection, and, if represented by counsel, the name and address of his or her counsel. An objecting Settlement Class Member must attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a member of the Settlement Class, state, specifically and in writing, all objections and the basis for any such objections, as well as identify any documents which such objector desires the Court to consider, and provide a statement of whether he or she intends to appear at the Fairness Hearing, either with or without counsel. Any Settlement Class Member who fails to timely file and serve a written objection and notice of his or her intent to appear at the Fairness Hearing shall be deemed to have waived any objection, shall not be permitted to object to the approval of the Settlement at the Fairness Hearing and shall be forever foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement, the plan of payment, the award of any costs and attorney fees, incentive awards or from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

19. For any objection filed, the Clerk of the Court is ordered to redact any social security number, the street address, telephone number and last name, except first letter of the last name of the objector, in order to protect the objector's privacy. The first name, first letter of the last name, city, state and zip code as well as the substance of the objection will not be redacted.

20. All proceedings in this Action are stayed until further order of the Court, except as may be necessary to implement the terms of the Settlement.

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21. Further settlement proceedings in this matter shall proceed according to the following schedule:

EVENT	SCHEDULED DATE
Direct Mail Notices mailing date	120 days after entry of Preliminary Approval Order
Parties' briefs in support of the Settlement, including fee application and incentive award due	14 days prior to Final Approval Hearing
Last day for Class Members to opt-out of Settlement	130 days after the date the Direct Mail Notices are initially mailed
Last day for objections to the Settlement to be filed with the Court	10 days before the Final Approval Hearing
Last day to submit a Valid Claim Form	120 days after the date the Direct Mail Notices are initially mailed
Parties to file responses to objections, if any	7 days prior to the Final Approval Hearing
Final Approval Hearing	To be determined by the Court

22. In the event that a Final Approval Order and Judgment is not entered by the Court, or the Effective Date of the Settlement does not occur, or the Settlement Agreement otherwise terminates according to its terms, this Order and all orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever, including without limitation for any evidentiary purpose (including but not limited to class certification), in this Action or any other action. In such event, the Settlement Agreement, exhibits, attachments and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of date and time immediately preceding the execution of the Settlement Agreement.

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23. The Court may, for good cause, extend all of the deadlines set forth in this Order without further notice to the Settlement Class.

IT IS SO ORDERED.

Dated:____________________

____
THE HON. KENT J. DAWSON
UNITED STATES DISTRICT COURT JUDGE

Respectfully Submitted by:

BAILEY❖KENNEDY

By: /s/ Dennis L. Kennedy
DENNIS L. KENNEDY
JOSHUA M. DICKEY
PAUL C. WILLIAMS

HAINES & KRIEGER
GEORGE H. HAINES
DAVID H. KRIEGER
Attorneys for Plaintiffs

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Exhibit C

Exhibit C

What Is The Case About?: The lawsuit claims that Clark County Collection Service, LLC ("CCCS"), violated a law called the Telephone Consumer Protection Act ("TCPA") by calling cellphones without prior express consent as a result of an individual being listed as a "Reference" on a customer of a payday lender's credit application, between September 20, 2009 and September 20, 2013. CCCS denies violating the TCPA, but nevertheless agrees to settle this litigation.

Summary of the Settlement: Under the Settlement, which must be approved by the Court, CCCS has agreed to pay up to $8,000,000 into a Settlement Fund. Approved Claims will be paid a cash amount on a *pro rata* basis, divided equally among persons with Approved Claims, and that amount will be dependent on the number of Settlement Class Members, the Settlement Fund minus the Settlement Costs and the number of Approved Claims however in no event shall any class member be paid more than $1,500.00, and may receive substantially less. The Court must approve the Settlement Costs which include, but are not limited to: (1) the cost of providing notice to Class Members; (2) a payment of $10,000 as an incentive award to the Class Representative; (3) attorneys' fees, costs, and expenses incurred during litigation (not to exceed 33% of the Settlement Fund); and (4) any unreimbursed costs of administration. The details of the Settlement terms can be found at www.XXXsettlement.com or by calling 1-8XX-XXX-XXXX.

Can I Get Money from the Settlement? Yes, if you qualify as a Class Member and do not request exclusion by opting-out; you will be entitled to a portion of the Settlement Fund. How much each Class Member receives will depend on how many individuals have Approved Claims. The Parties estimate there are approximately 18,000 Class Members. Only individuals that received a phone call on their cellphone from CCCS (excluding calls initiated by manually dialing via a desktop telephone), as a result of having their cellphone number listed as a "Reference" on a customer of a payday lender's credit application may have a claim. It is estimated that the settlement payments will be between $70 and $1,500 per claim.

How Do I Make A Settlement Claim? You can make a claim by either: (1) calling 1-8XX-XXX-XXXX; (2) going online at www.XXXsettlement.com; or (3) mailing a claim to the address of the Claims Administrator, ILYM Group, whose address is shown below. All claims must be received within 120 days of when the Direct Mail Notice was initially mailed, this information can be found online or by calling the toll-free number provided above. To make a claim, you will be required to provide: (1) your full name; (2) your current address for mailing a check; (3) the Claim ID number on this postcard; (4) confirmation of your identity and cell phone number; (5) confirmation you were the subscriber or the regular user of the cell phone number that was called; and (6) if known, the name of the customer for whom you were listed as a "Reference".

Do I Have an Attorney? Yes. The Court has appointed the following law firms to represent Class Members: Bailey Kennedy, 8984 Spanish Ridge Avenue, Las Vegas, NV 89148, and Haines & Krieger, 8985 S. Eastern Avenue, Suite #350, Beltway Corporate Center, Las Vegas, NV 89123. Class Members are under no obligation to pay the appointed attorneys; all attorneys' fees will be granted by the Court and deducted from the Settlement Fund.

What Should I Do? You should get more information about the Settlement to make a decision about what you should do. Basically, as a Settlement Class Member, you have three options: (1) You can submit a Claim to the Claims Administrator to request a share of the Settlement Fund by XXX, 2016. If the settlement is approved, you will be bound by the Court's decisions in the lawsuit. By becoming an approved Settlement Class Member you will forfeit the right to sue separately about the issues in this lawsuit. (2) You can remain a Class Member but object to the fairness of the Settlement. Any Class Member that wishes to object must file a written objection with the Court and provide a copy to Class Counsel and counsel for CCCS by the Objection Deadline. See the website for additional requirements or if you intend to appear at the hearing. You may choose to pay for, and be represented by your own lawyer who may send the objection or appear at the hearing for you. (3) You can exclude yourself from the Settlement by opting-out. To opt-out you must notify the Claims Administrator of this intent in writing no later than the Opt-Out Deadline. Opting-out allows you to retain the right to sue CCCS, Dollar Loan Center, LLC or DLC Empire, LLC individually regarding the issues in the lawsuit. To opt-out you must state in writing: (a) your full name, address and telephone number; and (b) a statement that you want to be excluded from the settlement. That request must be postmarked no later than XXX, 2016. Any Class Member who does not validly opt-out will be bound by the Settlement Agreement and judgment.

Scheduled Hearing: The U.S. District Court, District of Nevada, located at 333 Las Vegas Blvd. South, Las Vegas, NV 89101 will conduct a Final Approval Hearing, to determine if this Settlement should be approved as fair, reasonable and adequate, whether any objections should be overruled, what fees and expenses should be awarded to Class Counsel and whether $10,000 in total incentive payment should be awarded to the Class Representative that brought this action. The hearing is presently scheduled for XXX, 201X at X:XX X.m. in Courtroom XXX, but may be changed without notice. Any Settlement Class Member may appear at this hearing with or without an attorney. For more information, contact the Claims Administrator: Visit: www.XXXsettlement.com, Call: 1-8XX-XXX-XXXX, or Write: XXX Settlement, c/o ILYM Group, P.O. Box 57087, Irvine, CA 92619. **Para este aviso en español, visite** www.XXXsettlement.com.

BACK SIDE

FRONT SIDE

Legal Notice

Grider, et. al. v. Clark County Collection Service, LLC, et. al., Case No. 2:13-cv-01731-KJD-CWH. If you received a phone call on your cellphone from CCCS between September 20, 2009 and September 20, 2013, as a result of having your cellphone number listed as a "Reference" on a payday lender's credit application, your rights could be affected by a class action settlement.

A settlement has been proposed in the lawsuit named above, which is pending in the United States District Court for the District of Nevada.

Who Is Included?

You are included in the Settlement as a "Settlement Class Member" if you are a natural person, within the United States, who was called by CCCS, on your cellular telephone—excluding calls that were initiated by manually dialing via a desktop telephone—between September 20, 2009 and September 20, 2013 as a result of having your telephone number listed as a "Reference" on a customer of a payday lenders' credit application; Settlement Class Members do not include recipients of a single telephone call received as a result of a reassigned telephone number, as defined by the Federal Communications Commission in its TCPA Omnibus Declaratory Ruling and Order No. 15-72 (July 18, 2015).

Grider v.
Clark County Collection Service, LLC, et. al.
c/o ILYM Group, Inc.
P.O. Box 57087
Irvine, CA 92619

Permit
Info here

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

CLAIM ID: <<ILYM ID>>
<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip>>

Exhibit D

Exhibit D

Legal Notice

If You Received a Phone Call From Clark County Collection Service, LLC on Your Cellular Phone Number, Because you were listed as a "Reference" on a Payday Lender's Credit Application, Your Rights May Be Affected By a Class Action Settlement.

What Is This About?

A Settlement has been proposed in a lawsuit brought against Clark County Collection Service, LLC ("CCCS"). The lawsuit, *Grider v. Clark County Collection Service, LLC, et. al*., Case No. 2:13-cv-01731-KJD-CWH, is pending in the United States District Court for the District of Nevada and relates to Telephone Consumer Protection Act ("TCPA").

The Settlement resolves claims that CCCS violated the TCPA by calling cellphones without prior express consent as a result of an individual being listed as a "Reference" on a customer of a payday lender's credit application, during the Class Period of September 20, 2009 to September 20, 2013. CCCS denies violating the TCPA, but nevertheless agrees to settle this litigation.

Who Is Included, And What Does The Settlement Provide?

The Settlement provides relief for individuals who received a phone call from CCCS on their cell phone, in connection with a customer of a payday lender who listed them as a "Reference" on a credit application. Under the Settlement, which must be approved by the Court, CCCS has agreed to pay up to $8,000,000.00 into a Settlement Fund. Claims will be paid a cash amount on a *pro rata* basis, divided equally among persons with Approved Claims, and that amount will be dependent on the number of Settlement Class Members, the Settlement Fund minus the Settlement Costs, and the number of Approved Claims, however in no event shall any class member be paid more than $1,500.00. The Court must approve the Settlement Costs which include, but are not limited to: (1) the cost of providing notice to Class Members; (2) a payment of $10,000.00 as an incentive award to the Class Representative; (3) attorneys' fees, costs, and expenses incurred during litigation (not to exceed 33% of the Settlement Fund); and (5) any unreimbursed costs of administration. At X:XX X.m on XXX, 201X the Court will hold a hearing at the United States District Court, Lloyd D. George United States Courthouse, 333 Las Vegas Boulevard. South, Courtroom XXX, Las Vegas, Nevada 89101, to decide whether to approve the Settlement and the Settlement Class' attorneys' fees and cost.

How Do I Participate In the Settlement?

If you received a phone call from CCCS on your cellphone, in connection with a customer of a payday lender who listed you as a "Reference" on a credit application and want to receive the relief you may be eligible for under the Settlement, you must make a claim. You can make a claim by either: 1) calling 1-8XX-XXX-XXXX; (2) going online at www.XXXsettlement.com; or (3) mailing a claim to the address of the Claims Administrator, c/o ILYM Group, P.O Box 57087, Irvine, CA 92619. All claims must be submitted and received by XXX XX, 201X.

What Are My Other Options?

If you received a phone call from CCCS on your cellphone, in connection with a customer who listed you as a "Reference" on a credit application and you do not want to be legally bound by the settlement you must exclude yourself by XXX XX, 201X. If you do not exclude yourself, certain of your claims against CCCS, Dollar Loan Center, LLC, and DLC Empire, LLC (collectively, the "Released Parties") that were or could have been asserted in the lawsuit will be released, meaning you may not be able to sue the Released Parties for those claims. If instead, you wish to remain a Class Member but object to the fairness of the Settlement you must file a written objection with the Court and provide a copy to Class Counsel and counsel for the Released Parties by XXX XX, 201X.

To view the detailed Question and Answer Notice of Proposed Class Action Settlement, visit www.XXXsettlement.com. You may obtain further information by contacting the claims administrator at the address above or by calling toll free 1-8XX-XXX-XXXX.

Exhibit E

Exhibit E

CLASS ACTION SETTLMENT NOTICE

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

Ronald Grider, individually and on behalf of all others similarly situated v. Clark County Collection Service, LLC, et al., Case No.: 2:13-cv-01731-KJD-CWH

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
A court has authorized this Settlement Notice. This is not a solicitation from a lawyer.

TO: All natural persons, within the United States, who were called by CCCS, on their cellular telephone—excluding calls that were initiated by manually dialing via a desktop telephone—between September 20, 2009 and September 20, 2013 (the "Class Period") as a result of having their telephone number listed by a customer of DLC Nevada as a "Reference" on a credit application; Settlement Class Members do not include recipients of a single telephone call received as a result of a reassigned telephone number, as defined by the Federal Communications Commission in its TCPA Omnibus Declaratory Ruling and Order No. 15-72 (July 18, 2015).

The purpose of this long form Question and Answer Settlement Notice (the "Settlement Notice") is: (a) to advise you of a proposed settlement (the "Settlement") of a civil action (the "Action") against Dollar Loan Center, LLC ("DLC Nevada"), Clark County Collection Service, LLC ("CCCS"), and DLC Empire, LLC ("DLC Empire"), (collectively the "Defendants"), in the United States District Court for the District of Nevada (the "Court"); (b) to summarize your rights under the Settlement, including the possibility of receiving a settlement check; (c) to inform you of a court hearing to consider the final approval of the Settlement (the "Fairness Hearing" or "Final Approval Hearing"); (d) to direct your attention additional information posted on the website of ILYM Group, the claims administrator ("Claims Administrator"), www.XXXsettlement.com; and, (e) to advise you of how to obtain additional information.

Ronald Grider, the person who sued, is the Plaintiff in this Action. The Action alleges that CCCS violated a provision of the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. section 227(b)(1)(A)(iii), by calling the cellular phones of individuals who were listed as a "Reference" on a credit application, using an automated dialer system, without their prior express consent. CCCS denies violating the TCPA, but desires to resolve this Action.

CCCS will fund a Settlement Fund of up to a maximum of $8,000,000.00 to settle the claims alleged in this Action.

Settlement Class

Those persons who qualify as "Settlement Class Members" and are part of the "Class" are defined in the Settlement Agreement as:

> **All natural persons, within the United States, who were called by CCCS, on their cellular telephone—excluding calls that were initiated by manually dialing via a desktop telephone—between September 20, 2009 and September 20, 2013 (the "Class Period"), as a result of having their telephone number listed by a customer of DLC as a "Reference" on a credit application; Settlement Class Members do not include recipients of a single telephone call**

received as a result of a reassigned telephone number, as defined by the Federal Communications Commission in its TCPA Omnibus Declaratory Ruling and Order No. 15-72 (July 18, 2015).

Identification of Settlement Class Members

You may be entitled to a cash payment under the Settlement reached in this case. If your cellular phone number matches a cellular phone number called as indicated in CCCS's records (excluding calls that were initiated by manually dialing via a desktop telephone), and you were called because you were listed as "Reference" on a payday lender's credit application and received a call from CCCS, you may be entitled to a payment. CCCS's records indicate calls were made by CCCS between September 20, 2009 and September 20, 2013 (the "Class Period"). While the available records indicate which cellular phone numbers were called and the names of those people who were called, the records do not indicate the addresses of the persons owning the cellular phone numbers called. If you received a phone call from CCCS on your cellular phone number, in connection with someone who listed you as a "Reference" on a payday lender's credit application, you may be entitled to make a claim even if CCCS's records do not list your name or address. Therefore, if you believe you are a member of the Settlement Class, you are entitled to inquire with the Claims Administrator if your cellular phone number is on the list of called numbers from CCCS's records. If the Claims Administrator verifies your cellular phone number, you may submit a claim.

Under the Settlement, and subject to final Court approval, CCCS will pay up to $8,000,000.00 in Settlement of the claims alleged in the Action. The amount paid per claim will be the same for each claimant, paid on a *pro rata* basis, and the amount paid per claim will depend only upon: (1) the number of claims timely filed, valid and approved ("Approved Claims"); (2) the number of Settlement Class Members; and (3) the amount of the Settlement Fund allocated to payment of those claims after costs of litigation, notice, claims administration, incentive award, and attorneys' fees and expenses ("Settlement Costs") are deducted from the Settlement Fund. However, in no event shall any Settlement Class Member be paid more than $1,500.00. In the event that the *pro rata* claims exceed $1,500.00 each, then the aggregate excess above $1,500.00 shall be paid to a charity chosen by Class Counsel and approved by the Court and not retained by Defendants.

Subject to Court approval, for his effort in litigating this case, a total of $10,000.00 in an incentive payment will be paid from the Settlement Fund to Class Representative Ronald Grider. Also subject to Court approval, Plaintiff's counsel in the Action will ask the Court to award them attorneys' fees, cost, and expenses, not to exceed thirty-three percent (33%) of the Settlement Fund.

As detailed below, to make a claim for monetary payment, a Settlement Class Member can either: (1) call 1-8XX-XXX-XXXX; (2) go online to www.XXXsettlement.com; or (3) send a written claim by mail to the Claims Administrator, ILYM Group, at XXX Settlement, c/o ILYM Group, P.O. Box 57087, Irvine, CA 92619. Even if you received a postcard notice or this Settlement Notice you must still make a claim. To make a claim, you must provide your Claim Identification Number from your postcard Direct Mail Notice, if you received such notice, and your cellular phone number(s) on which you believe you may have been called by CCCS. If the records provided to the Claims Administrator indicate your cellular phone number is a cellular phone number that was called by CCCS—excluding calls that were initiated by manually dialing via a desktop telephone—in connection with a payday lender's customer for whom you were listed as a "Reference", you may be entitled to compensation as part of the Settlement. If you are permitted to file a claim, you will be required to provide: (1) your full name; (2) confirmation of your identity and cell phone number pursuant to a procedure determined by the Claims Administrator; (3) your current address for mailing settlement payment, (4) that you were the subscriber or the regular user of the cell phone number that was called; and (5) if known, the name of the individual for whom he/she was listed as a "Reference". If you do not know which individual listed you as a reference, then you must provide your social security number. Further, you must declare, under penalty of perjury, that all the information provided to the Claims Administrator is true and correct.

Any personal information you provide in connection with your claim will be used only for processing your claim.

Upon final approval of the Settlement, the Action will be dismissed with prejudice and Settlement Class Members who do not request exclusion will be deemed to release and forever discharge Defendants, their predecessors and successors, parent companies, subsidiaries, and all affiliated companies, from any and all claims arising from the facts alleged in the Action that they have and/or could assert against Defendants for violation of the TCPA, as set forth in the Settlement Agreement (a copy of which is available at www.XXXsettlement.com).

Your legal rights are affected whether you do or do not act. Read this Settlement Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
File a Claim	Make a claim by XXX, X, 201X either online, by mail, or over the phone and receive payment if you are an eligible Settlement Class Member and the Settlement is finally approved.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.
Object	Write to the Court and explain why you do not like the Settlement.
Exclude Yourself	Get no payment. This is the only option that allows you to ever be part of any other lawsuit involving the claims in this Action against Defendants.
Do Nothing	Receive no payment and give up your right to sue Defendants and Released Parties with regard to the issues in this case.

These rights and options – and the deadlines to exercise them – are explained in this notice. The Court in charge of this case still has to decide whether to approve the Settlement.

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BASIC INFORMATION

1. Why did I get a postcard notice?

CCCS's records indicate that you may have received a phone call from CCCS on your cellular phone number (excluding calls that were initiated by manually dialing via a desktop telephone), in connection with a customer who listed you as a "Reference" on a payday lender's credit application during the Class Period, September 20, 2009 through September 20, 2013. You may be entitled to a cash payment under the Settlement reached in this case. If your cellular phone number matches the cellular phone numbers as determined by the Claims Administrator, you may be entitled to a payment. CCCS's records list the names and cellular phone numbers that were called during the Class Period. Therefore, the postcard notice has been sent to the person associated with the cellular telephone number that was called by CCCS during the Class Period. If you believe you may have been called on your cellular telephone number by CCCS during the Class Period, you may contact the Claims Administrator to confirm whether your cellular number was called. If CCCS's records show your cellular phone number was called by CCCS during the Class Period (excluding calls that were initiated by manually dialing via a desktop telephone), in connection with a customer who listed you as a "Reference" on their credit application, you may make a claim. If your cellular number was not called by CCCS during the Class period, you are not eligible to make a claim.

The Parties have provided notice of the Settlement to all Settlement Class Members with a known address through a reverse directory lookup performed by the Claims Administrator, by postcard direct mail notice, and have engaged in a state wide publication campaign throughout Nevada to notify those Settlement Class Members who cannot be located, but whose cellular phones were called by CCCS. Potential claimants may submit a claim that provides their cellular phone numbers; or prior to submitting a claim, may check with the Claims Administrator to determine whether their cellular phone number actually was called by CCCS. Although the Claims Administrator attempted to locate all Settlement Class Members' addresses in connection with the given cellular phone numbers, current addresses are not always up to date, and not every person who received a notice of the Settlement is entitled to a monetary payment from the Settlement. Only those persons whose cellular phone numbers were actually called by CCCS (excluding calls that were initiated by manually dialing via a desktop telephone) may receive payment under the Settlement.

The Court has given a preliminary approval to this proposed Settlement and ordered the postcard notice to be sent to individuals whose cellular telephone numbers appeared in CCCS's records associated with calls to the cellular phones of individuals who were listed as "Reference" on a payday lender's credit application, during the Class Period, September 20, 2009 through September 20, 2013. The Court has also ordered publication in the *Nevada Legal News*, the *Las Vegas Review Journal*, and the *Reno Gazette Journal*. The Court further ordered that this Settlement Notice be placed on the Settlement Website. As a potential Settlement Class Member, you have a right to know about a proposed Settlement of the class action lawsuit and all your options, before the Court decides whether to give final approval to the Settlement. If the Court approves a final judgment, payment of the Settlement will be made, and Settlement Class Members will be bound by the terms of the Settlement Agreement.

This Settlement Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this lawsuit about?

Plaintiff alleges that CCCS violated the TCPA by calling the cellular phones of individuals who were listed as "Reference" on a payday lender's credit application via an automated telephone dialing system, without that person's prior express consent. The TCPA provides that each plaintiff may seek statutory damages of up to $500.00 for each call negligently made and up to $1,500.00 for each call made intentionally. That is the amount the lawsuit originally sought. Defendants deny that they violated the TCPA. This Settlement may provide Settlement Class Members less than what they might have received if they took an individual case to judgment.

3. What is a class action?

In a class action, one or more people called "Class Representatives" (in this case, Plaintiff Ronald Grider), sue on behalf of people who have similar claims. Collectively these people are a "Class" or individually, "Settlement Class Members." One court resolves the issues for all Settlement Class Members, except for those who ask to be excluded from the Class. United States District Court Judge Kent J. Dawson is the judge assigned to this lawsuit. He will decide whether this matter should be granted final approval.

4. Why is there a settlement and what is it?

The Court did not decide in favor of the Plaintiff or Defendants. Instead, both sides have voluntarily agreed to a settlement before any trial takes place. The Settlement Agreement provides for several benefits: (1) CCCS will establish a Settlement Fund of up to $8,000,000.00; (2) the costs of notice and claims administration will be paid from the Settlement Fund, as will Plaintiff's attorneys' fees and litigation costs and expenses they have incurred, and the Class Representative incentive award; and (3) the amount paid per claim will be the same for all claims paid, but will depend upon the amount of claims made, however, in no event shall any Settlement Class Member be paid more than $1,500.00 (in the event that the *pro rata* claims exceed $1,500.00 each, then the aggregate excess above $1,500.00 shall be paid to a *cy pres* recipient chosen by Class Counsel and approved by the Court and not retained by Defendants).

The estimated Class size is approximately 18,000 individuals. Class Counsel's estimate that each claiming Settlement Class Member will receive between $70.00 and $1,500.00. Upon taking all matters into consideration, the Class Representative and his attorneys think the Settlement is in the best interests of all Settlement Class Members.

5. Am I eligible to be part of the settlement?

If you received a postcard notice by mail, you may be part of the Settlement Class as defined below. However, that does not guarantee you are entitled to a monetary payment. Your cellular phone number must have been called by CCCS during the Class Period, in connection with a customer who listed you as a "Reference" on a payday lender's credit application, for you to qualify for monetary payment.

If you received notice by other means, such as a publication, or website, you can contact the Claims Administrator to provide your cellular telephone number and check if your cellular telephone number and name are part of the Class. If both your name and cellular telephone number are, you will be allowed to make a claim.

Potential claimants for monetary payments may submit a claim that provides their names and cellular phone numbers, or prior to submitting a claim, may check with the Claims Administrator to determine whether their cellular phone number actually was called by CCCS in connection with a customer who listed you as a "Reference" on a DLC Nevada Credit Application. Not every person who received a notice of the Settlement is entitled to a payment from the Settlement. Only those persons who received a phone call from CCCS on their cellular phone number (excluding calls that were initiated by manually dialing via a desktop telephone), in connection with a DLC Nevada customer who listed them as a "Reference" on their credit application, may receive a payment under the Settlement.

The Parties agreed and the Judge confirmed that the following persons should be included in the Settlement Class:

> All natural persons, within the United States, who were called by CCCS, on their cellular telephone—excluding calls that were initiated by manually dialing via a desktop telephone—between September 20, 2009 and September 20, 2013 (the "Class Period"), as a result of having their telephone number listed by a customer of DLC Nevada as a "Reference" on a credit application. Settlement Class

Members do not include recipients of a single telephone call received as a result of a reassigned telephone number, as defined by the Federal Communications Commission in its TCPA Omnibus Declaratory Ruling and Order No. 15-72 (July 18, 2015).

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the Settlement provide?

The Settlement Agreement requires that DLC Defendants fund a Settlement Fund as follows:

1) CCCS shall pay up to a maximum of $8,000,000.00, to the Settlement Fund, from which Settlement Costs will be deducted. Settlement Costs include: the cost of noticing the Settlement Class Members, claims administration costs, court approved attorneys' fees, costs, and expenses, and Class Representative incentive payments.

2) From the remaining amount in the Settlement Fund, Settlement Class Members will be paid a cash amount for their Approved Claims dependent upon the number of Approved Claims. The Settlement Agreement provides for the Approved Claims to be distributed on a *pro rata* basis, however in no event shall any Settlement Class Member be paid more than $1,500.00. (in the event that the *pro rata* claims exceed $1,500.00 each, then the aggregate excess above $1,500.00 shall be paid to a *cy pres* recipient chosen by Class Counsel and approved by the Court and not retained by Defendants).

HOW YOU GET MONETARY PAYMENT

7. How can I get a monetary payment?

A. I received a postcard notice with a Claim Identification Number. How do I file a claim for payment?

If you received a postcard notice with a Claim Identification Number, filing a claim to receive a monetary payment is easy to do by either calling the toll-free number 1-8XX-XXXX, submitting a claim online at www.XXXsettlement.com, or mailing a claim form which can be downloaded from the website. To make a claim, you will need provide (1) your full name; (2) confirmation of your identity and cell phone number pursuant to a procedure determined by the Claims Administrator; (3) the Claim Identification Number, if you received a Direct Mail Notice; (4) your current address for mailing settlement payment, (5) that you were the subscriber or the regular user of the cell phone number that was called; and (6) if known, the name of the customer for whom you were listed as a "Reference". You might also be required to provide your social security number. Further, you must declare, under penalty of perjury, that all the information provided to the Claims Administrator is true and correct, but you must do one of the options listed in Section 7(B) to file a claim.

The deadline to submit a claim is XXX, X, 201X. All calls or online claims must be made on or before the close of business on that date. If you submit your claim by mail, your claim must be **received** on or before that date.

You may also provide a current telephone number, in order to allow the Claims Administrator to contact you if there are any questions or problems.

B. What if I did not receive a postcard notice, but I think I could be a Settlement Class Member?

The Defendants do not have records of addresses associated with the telephone numbers that were called by CCCS. Although the Claims Administrator will perform a reverse directory lookup to discover addresses, not all Settlement Class Members may be reached. If you believe you received a phone call from CCCS on your cellular phone number, in connection with a customer who listed you as a "Reference" on a payday lender's credit application during the Class Period (September 20, 2009 through September 20, 2013) you may be eligible for monetary payment. To determine whether you are eligible for a monetary payment under the Settlement, you must first confirm CCCS called your cellular phone number during the Class Period. You may do so in a number of ways:

(1) Calling the Claims Administrator, ILYM Group, at its toll-free number, 1-8XX-XXX-XXXX between the hours of 9:00 a.m. and 9:00 p.m. PST. You will need to provide your cellular phone number, and the Claims Administrator will check it against the list of cellular phone numbers called (excluding calls that were initiated by manually dialing via a desktop telephone). If your number is on the Class List, and if it was a cellular telephone on which you were called, you may file a claim for payment at that time;

(2) Submitting a request for cellular phone confirmation online at the website: www.XXXsettlement.com following the online instructions; or

(3) Submitting a request for cellular phone confirmation in writing to the Claims Administrator. In order to request confirmation, if you believe you received a phone call from CCCS on your cellular phone number, in connection with a payday lender's customer who listed you as a "Reference" during the Class Period (September 20, 2009 through September 20, 2013) you need only provide the following information: (1) your full name; (2) confirmation of your identity and cell phone number pursuant to a procedure determined by the Claims Administrator; (3) the Claim Identification Number, if you received a Direct Mail Notice; (4) your current address for mailing settlement payment, (5) that you were the subscriber or the regular user of the cell phone number that was called; and (6) if known, the name of the customer for whom you were listed as a "Reference". You might also be required to provide your social security number. Further, you must declare, under penalty of perjury, that all the information provided to the Claims Administrator is true and correct,

You must also advise the Claims Administrator on the best method to contact you (either by telephone, email or in writing) to respond to such inquiries. If the Claims Administrator informs you that your cellular phone number is on the list, you may then submit a request for monetary payment, either in writing, at the toll free number above, or online. Written requests must be submitted to the following address:

Grider Settlement
c/o ILYM Group, Inc.
PO Box 57087
Irvine, CA 92619

You may also provide a current telephone number, in order to allow the Claims Administrator to contact you if there are any questions or problems.

The deadline to submit a claim is XXX, X, 201X. All calls or online claims must be made on or before close of business on that date. If you submit your claim by mail, your claim must be **received** on or before that date.

The Settlement Agreement incorporated in the Court's Order provides that none of the information you give to the Claims Administrator will be used for any collection purpose, including any updated addresses or telephone numbers.

This Settlement does not resolve, waive or dispose of any obligation or debt that you may owe to Defendants.

C. Can I file more than one claim if I received multiple calls from CCCS?

No. Only one claim is allowed per cellular number that was called by CCCS during the Class Period, regardless of the number of times the cellular phone was called.

8. If I am a Settlement Class Member, will I be entitled to a cash payment?

By providing a valid Claim Identification Number, and making a timely, valid, and approved claim, you will be entitled to a cash payment. In addition, if you have no Claim Identification Number but you establish through the claims process described above that your cellular phone number was called by CCCS (excluding calls that were initiated by manually dialing via a desktop telephone) during the Class Period about matters related to the Action, you will be entitled to a cash payment. Settlement Class Members with Approved Claims will be paid a cash amount on a *pro rata* basis, divided equally among persons with Approved Claims, and that amount will be dependent on the number of Settlement Class Members, the Settlement Fund minus the Settlement Costs, and the number of Approved Claims, however in no event shall any Settlement Class Member be paid more than $1,500.00. We will not know what that amount will be until the end of the Claims Period and the Court's final approval.

9. What if the Claims Administrator determines that my cellular phone number was not called? Am I entitled to anything?

If you have a Claim Identification Number, it means your phone number may have been called by CCCS (excluding calls that were initiated by manually dialing via a desktop telephone) in connection with a DLC customer who listed you as a "Reference" on their credit application during the Claim Period, and you may be entitled to a cash payment. You will be denied a cash payment if you have no Claim Identification Number, if your telephone number on the date of the call was not a cellular telephone number, if your inquiry about whether your cellular phone was called by CCCS reveals that it was not called or manually called via a desktop telephone, or if you were not the intended party called. Thus, if you have no Claim Identification Number, and the Claims Administrator determines that your cellular phone number was not called by CCCS or manually called via a desktop telephone, or if you were not the intended party called, you will not be entitled to file a claim for monetary payment.

10. If I am a Settlement Class Member, when will I receive a Cash Payment?

The Court will hold a Final Approval or Fairness Hearing on **XXX, X, 201X** to decide whether to grant final approval of the Settlement. If Judge Dawson grants final approval, and there is no appeal of the approval ruling, the ruling will become final by law thirty (30) days from the date of the ruling, or it will become final on the date of entry of the ruling if there is no person with standing to appeal. The Claims Administrator will attempt to pay all claims within thirty (30) days of the date the ruling becomes final. (It is possible – though unlikely – that following the date the ruling becomes final, the Settlement Fund may not, until fully funded, contain sufficient funds to pay all valid claims, as the Settlement Fund is funded by monthly payments.) If there are appeals, the approval order does not take effect until those appeals are resolved. It is always uncertain whether and when appeals will be resolved, and payment under this Settlement cannot be made until the approval order is final.

11. What am I giving up to get my monetary payment and staying in the Class?

As an eligible Settlement Class Member, unless you exclude yourself, you are a member of the Class. That means that you cannot sue, or be part of any other lawsuit against the Defendants that arises out of, or relates in any way to the facts alleged in this Action. It also means that all of the Court's orders will apply to you and legally bind you. By staying in the Class, you agree to release any claims, known and unknown, arising from the facts alleged in this Action. The full text of the "Released Claims" sections of the Settlement Agreement is set forth in the Appendix at the end of this Settlement Notice.

You are releasing those "Released Claims" against the "Released Parties", which means Defendants Clark County Collection Service, LLC, Dollar Loan Center, LLC, DLC Empire, LLC, and each of their past, present, and future directors, officers, employees, partners, principals, agents, underwriters, insurers, co-insurers, clients, re-insurers, shareholders, attorneys and any related or affiliated person or company, including any parent, subsidiary, predecessor or successor and all assigns, licensees, divisions, clients, joint ventures and any person or entities directly or indirectly involved in the claims made in the Action.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this Settlement, or you want to keep the right to sue or continue to sue the Defendants on your own, then you must take steps to get out of the Settlement. This is called "excluding yourself" from or "opting-out" of the Class.

12. How do I get out of the Settlement?

To exclude yourself from the Settlement Class, you must advise the Claims Administrator in writing of that intent. Be sure to include your full name, address, telephone number, your signature, and your request for exclusion from the Class. You must mail your exclusion request postmarked no later than **XXX, X, 201X** to the Claims Administrator at the following address:

Grider Settlement
c/o ILYM Group, Inc.
PO Box 57087
Irvine, CA 92619

You cannot exclude yourself on the phone or by email. If you validly ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Action.

13. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants for the claims that this Settlement resolves. If you have a pending lawsuit against any of the Defendants, and you are not certain if that lawsuit is about any of the issues in this case, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **XXX, X, 201X**.

14. If I exclude myself, can I get the monetary payment?

No.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Bailey❖Kennedy, of Las Vegas, Nevada and Haines & Krieger, of Las Vegas, Nevada, have been approved by the Court to represent you and other Settlement Class Members. These lawyers are called "Class Counsel".

16. How will the lawyer be paid and what other costs are there to be paid and by whom?

You will not be charged individually for these lawyers as they will ask the Court to award them attorneys' fees and costs of litigation from the Settlement Fund obtained for the Class. DLC Defendants has agreed not to object to any amount requested by Class Counsel so long as the requested attorney's fees and cost are less than or equal to thirty-three percent (33%) of the $8,000,000.00 Settlement Fund. The Court has to approve any request for attorneys' fees and costs in this Action before they may be awarded. If you want to be personally represented by your own lawyer, you may hire one at your own expense.

Class Counsel will also seek Court approval and reimbursement from the Settlement Fund of the costs of giving notice and providing claims administration in this case, estimated at $100,000.00.

INCENTIVE PAYMENT PAID TO THE CLASS REPRESENTATIVE

17. Does the Class Representative get paid anything for his services?

Subject to Court approval, for his efforts in litigating this case, Class Counsel will seek to pay from the Settlement Fund a one-time payment of $10,000.00 as an incentive payment to Class Representative, Ronald Grider.

OBJECTING TO THE SETTLEMENT

18. If I want to object to the Settlement, how do I do so?

As a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the *Grider v. Clark County Collection Service, LLC, et al.*, Case No.: 2:13-cv-01731-KJD-CWH. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement.

Mail the objection to the following addresses no later than XXX, X, 201X.

Clerk of the Court U.S. District Court District of Nevada 333 Las Vegas Blvd. South Las Vegas, NV 89101	BAILEY❖KENNEDY Dennis L. Kennedy, Esq. 8984 Spanish Ridge Avenue Las Vegas, Nevada 89148-1302 Class Counsel	HOLLAND & HART LLP Patrick J. Reilly, Esq. 9555 Hillwood Drive, Second Floor Las Vegas, NV 89134 Defendants' Counsel

You may also ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Grider v. Clark County Collection Service, LLC, et al.*, Case No.: 2:13-cv-01731-KJD-CWH." Be sure to include your name, address, telephone number, and your signature. **Your Notice of Intention to Appear must be postmarked no later than XXX, X, 201X and be sent to the Court, Class Counsel and Defendants' counsel at the above addresses.**

You cannot object or speak at the hearing if you "excluded yourself" from the Class.

19. What's the difference between "objecting" and "excluding yourself?"

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to give final approval to the Settlement. You may attend and you may speak, but you do not have to. The hearing is called a Fairness Hearing or Final Approval Hearing.

20. When and where will the Court decide whether to give final approval to the Settlement?

The Court will hold a final Fairness Hearing on **XXX, X, 201X** at the United States District Court, District of Nevada, Lloyd D. George United States Courthouse, 333 Las Vegas Blvd. South, Las Vegas, NV 89148, Courtroom XX, before the Honorable Kent J. Dawson. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. If anyone has asked to speak at the hearing, Judge Dawson will listen to them at that time. The Court will decide after the hearing whether to approve the settlement as fair and reasonable, to give final approval to the amount of attorneys' fees and expenses, costs of notice, claims administration costs, and the incentive payment to be paid from the Settlement Fund. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Dawson may have that are directed to the Class, but you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it.

22. What if I want my own lawyer to attend the Fairness Hearing?

At your own expense, you may have your own lawyer appear for you if you like. If you hire your own lawyer, that lawyer must send a Notice of Intention to Appear detailed in Paragraph 18 above that is postmarked no later than **XXX, X, 201X**. The Notice of Intention to Appear must be sent to the Clerk of the Court, Class Counsel and Defendants' counsel at the addresses in Paragraph 18.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will be part of the Class and be bound by the Settlement, but you will not receive monetary payment. In order to receive the benefits detailed above, including monetary payment, you must submit a valid claim.

You will also be precluded from being part of any other lawsuit against DLC Defendants or any other released party relating to the released claims in this case. It also means that all of the Court's orders will apply to you and legally bind you.

GET MORE INFORMATION

24. Are there more details about the Settlement?

This Settlement Notice summarizes the proposed Settlement, there are more details in the Settlement Agreement, which is part of the Court file, a public record. Many of the court papers, including the Settlement Agreement, are also posted on the Settlement Website www.XXXsettlement.com. You can get a copy of the Settlement Agreement or review any other part of the papers relating to the lawsuit by examining the records of this case, *Grider v. Clark County Collection Service, LLC, et al.*, Case No.: 2:13-cv-01731-KJD-CWH, at the Clerk's office at the United States District Court, District of Nevada, Lloyd D. George United States Courthouse, 333 Las Vegas Blvd. South, Las Vegas, NV 89148. The clerk's office has the ability to make copies of any such public documents for you. Also, all filed documents in the case, including the Settlement documents, are available for viewing online for a fee through the Court's PACER document review system.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS SETTLEMENT NOTICE

Dated: **XXX, X, 201X**

By Order of The United States District Court
Las Vegas, Nevada

APPENDIX

Released Claims as defined in the Settlement Agreement:

Released Claims

XIII. RELEASES – Except as specifically provided elsewhere in this Agreement, as of the Effective Date, Plaintiff and the Settlement Class Members fully, finally, and forever settle, release, and discharge the Released Parties from the Released Claims, and are forever barred from asserting any of the Released Claims in any court or forum whatsoever against any of the Released Parties.

A. The Parties agree that this Agreement is intended to completely release Defendants from any liability for the Released Claims and are forever barred from asserting any of the Released Claims in any court or forum whatsoever against any of the Released Parties.

B. Upon execution of this Agreement, Plaintiff fully, finally, and forever settles, releases, and discharges the Released Parties from any remaining claims that he may have against the Released Parties.

C. "Released Claims" shall mean all claims of Plaintiff, the Settlement Class Members and their successors-in-interest against Defendants, in any way related to the subject matter of the Action, including without limitation, any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, known or Unknown Claims, asserted or that might have been asserted, in the complaint in the Action or which Plaintiff or the Settlement Class Member had from the beginning of time until the Effective Date, arising out of, based upon, or in any way relating to Defendants or their agents allegedly making telephone calls to any member of the Settlement Class in alleged violation of the TCPA, the NDTPA, or any similar state or federal law. Excepted from the Release and Released Claims are any claims relating to or arising from this Agreement, its performance, breach or enforcement.

D. "Unknown Claims" shall mean any and all claims in any way related to the subject matter of the Action that Plaintiff or any Settlement Class Member does not know or even suspect to exist against any of the Released Parties, which, if known, might have affected his or her decision regarding the settlement of the Action. Plaintiff further acknowledges, and the Settlement Class Members shall be deemed to acknowledge, that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this release, but nevertheless fully, finally, and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, may hereafter exist, or heretofore have existed based upon actions or conduct, which relate to the subject matter of the Action, occurring on or before the date of this Agreement, without regard to subsequent discovery or existence of such different or additional facts concerning each of the Released Parties.

XIV. COVENANT NOT TO SUE – Plaintiff agrees and covenants, and each Settlement Class Member will be deemed to have agreed and covenanted, not to sue any Released Party with respect to any of the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum.

Exhibit F

Exhibit F

DENNIS L. KENNEDY, NEV. BAR NO. 1462
JOSHUA M. DICKEY, NEV. BAR NO. 6621
PAUL C. WILLIAMS, NEV. BAR NO. 12524
BAILEY❖KENNEDY
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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

RONALD GRIDER, individually and on behalf of all others similarly situated; Plaintiff, vs. CLARK COUNTY COLLECTION SERVICE, LLC, a Nevada limited-liability company; DOLLAR LOAN CENTER, LLC, a Nevada limited-liability company; and DLC EMPIRE, LLC, a South Dakota limited-liability company, Defendants.	Case No.: 2:13-cv-01731-KJD-CWH **PLAINTIFF'S MOTION FOR:** **(1) PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT; AND** **(2) CERTIFICATION OF SETTLEMENT CLASS**

Pursuant to Federal Rule of Civil Procedure 23, Plaintiff Ronald Grider ("Mr. Grider" or "Plaintiff") respectfully requests (the "Motion for Preliminary Approval") that the Court preliminarily approve the class action Settlement Agreement and Release (the "Settlement Agreement") entered into by Plaintiff and Defendant Clark County Collection Service ("CCCS") attached hereto as Exhibit 1. A proposed Preliminary Approval Order, preliminarily approving the Settlement Agreement and certifying a settlement class, is attached hereto as Exhibit 2.

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The Motion for Preliminary Approval is supported by the papers and pleadings on file, the accompanying Memorandum of Points and Authorities, the exhibits attached thereto, and any oral argument heard by the Court.

DATED this ___ day of ___________, 2015.

BAILEY❖KENNEDY

By: /s/
DENNIS L. KENNEDY
JOSHUA M. DICKEY
PAUL C. WILLIAMS

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Attorneys for Plaintiffs

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff seeks preliminary approval of a class action Settlement Agreement and Release (the "Settlement Agreement") and an order certifying a class for the purposes of a class-wide settlement (the "Settlement Class"). This Settlement Agreement is intended to resolve and settle the "Released Claims" (as described in Section III.I, *infra*) in this matter upon and subject to the terms and conditions contained therein. As this Court is aware, this matter involves Mr. Grider's allegations that CCCS violated the Telephone Consumer Protection Act ("TCPA") and the Nevada Deceptive Trade Practices Act ("NDTPA") by calling him and the putative class members on their cellular telephones without their prior express consent. The parties, after vigorously litigating the matter for two years, have determined that settlement is in the best interests of all involved, including the putative class members. As detailed below, class certification—for the purposes of settlement—is appropriate as the parties' proposed Settlement Agreement is fair, adequate, and reasonable.

BAILEY❖KENNEDY
8984 SPANISH RIDGE AVENUE
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The proposed Settlement Agreement provides for a settlement of up to eight million dollars ($8,000,000.00) and provides a substantial financial benefit to the Settlement Class Members: a *pro rata* award that may be as high as fifteen hundred dollars ($1,500.00)—the maximum amount of damages allowed under the TCPA—but is unlikely to be less than two hundred dollars ($200.00). In return, Plaintiff, on behalf of the proposed Settlement Class, will dismiss this matter and the Settlement Class will unconditionally release and discharge CCCS, Dollar Loan Center, LLC ("DLC Nevada"), and DLC Empire, LLC ("DLC Empire") from all claims relating to this matter.

While the parties are confident of their relative positions on the merits and class certification, the parties have determined that the proposed Settlement Agreement is fair, adequate, reasonable, and in the best interests of all involved. Mr. Grider believes that the Settlement Agreement is appropriate because he recognizes the expense and amount of time required to continue to pursue the matter, as well as the uncertainty, risk, and difficulties of proof inherent in prosecuting such claims. Similarly, CCCS, also facing risks and uncertainties, has determined that it is desirable to settle this matter as set forth in the Settlement Agreement. The proposed Settlement Agreement satisfies all of the criteria for preliminary approval.

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Accordingly, the Plaintiff moves the Court for an order preliminarily approving the proposed Settlement Agreement, provisionally certifying the Settlement Class pursuant to Federal Rule of Civil Procedure 23(b)(3) for settlement purposes, directing dissemination of class notice, and scheduling a Final Approval Hearing. The proposed Settlement Agreement, proposed class notices, proposed Preliminary Approval Order, and a proposed Final Approval Order are attached hereto.

II. FACTUAL BACKGROUND AND PROCEDURAL HISTORY

A. The Class Action Complaint.

On September 20, 2013, Mr. Grider filed a Complaint against CCCS, DLC Nevada, and DLC Empire (collectively, the "Defendants"), seeking appointment as the class representative for a class of individuals who received telephone calls from CCCS on their cellular telephones in violation of the TCPA. (*See generally* ECF No. 1, Compl.)

Mr. Grider asserted the following claims against CCCS: (1) negligently violating the TCPA by calling him on his cellular telephone utilizing an ATDS; (2) willfully violating the TCPA by calling him on his cellular telephone utilizing an ATDS; and, (3) violating the NDTPA by engaging in a deceptive trade practice through violating "a . . . federal statute or regulation relating to the sale or lease of goods or services." (*Id.* ¶¶ 204-17.)[1]

Mr. Grider alleged a direct claim against DLC Nevada for engaging in a deceptive trade practice by knowingly making a false representation in a transaction and by failing "to disclose a material fact in connection with the sale or lease of goods or services." (*Id.* ¶¶ 199-203, 213-17.) Mr. Grider also alleged that DLC Nevada is liable for CCCS's violations of the TCPA and NDTPA under principles of secondary liability, vicariously liability, enterprise liability, and agency law. (*Id.* ¶¶ 58-61, 71-75.)

Mr. Grider alleged that DLC Empire is liable for (i) CCCS's violations of the TCPA and NDTPA, and (ii) DLC Nevada's violations of the NDTPA, under principles of secondary liability, vicarious liability, enterprise liability, and agency law. (*Id.* ¶¶ 58-61, 71-75.)

B. The Parties Conduct Discovery; Defendants file Motions for Summary Judgment.

On October 15, 2013, the Defendants filed separate Motions for Summary Judgment. (*See generally* ECF No. 15, DLC Empire's Motion for Summary Judgment; ECF No. 16, DLC Nevada's Motion for Summary Judgment; ECF No. 17, CCCS's Motion for Summary Judgment.) The Court preliminarily struck the Motions for Summary Judgment and numerous other related filings. (*See generally* ECF No. 99, Order.) The Defendants then filed a consolidated Motion for Summary Judgment, which the Court denied. (*See generally* ECF No. 103, Order.) Shortly thereafter, the Defendants filed separate Answers to the Complaint. (*See* ECF No. 130, DLC Nevada's Answer; ECF No. 131, DLC Empire's Answer; ECF No. 132, CCCS's Answer.)

During the pendency of the initial Motions for Summary Judgment, the parties began conducting substantial merits and class discovery. (Exhibit 6, Decl. Dennis L. Kennedy ["Kennedy Decl."], ¶ 2.)

C. Mr. Grider Files a Motion for Class Certification; the Court Sets an Evidentiary Hearing.

On August 4, 2014, Mr. Grider filed his Motion for Class Certification. (*See generally* ECF No. 126.) On October 28, 2014, the Court ordered that an Evidentiary Hearing be held on Mr. Grider's

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[1] *See* NRS 598.0915(15); NRS 598.0923(2)-(3).

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Motion for Class Certification in order to address four primary questions:

> 1. What, if any, objective criteria can be used to identify class members where the phone number provided has been reassigned? If no satisfactory objective criteria are available, can the class be defined to avoid this problem?
>
> 2. Precisely what consent was given via the loan documents, and does this consent vary from loan to loan? If consent varies, how does this impact commonality? . . .
>
> 3. Does DLC employ multiple independent systems in making calls, or are all calls generated by various facets of the same integrated system? If multiple independent systems are used, can the class be defined to avoid this commonality problem?
>
> 4. Did Grider's testimony actually suggest that he provided consent for DLC's contact with him in light of Mr. Aviles' multiple declarations, defeating typicality? . . .

(ECF No. 168, Order, at 8:11 - 9:4.)

D. The Parties Engage in Settlement Discussions and Three Lengthy Mediations.

The parties continued to conduct discovery leading up to the evidentiary hearing on Mr. Grider's Motion for Class Certification. (Exhibit 6, Kennedy Decl. ¶ 2.) During this process, the parties were simultaneously engaging in settlement discussions. (*Id.* ¶ 3.) On January 6, 2015, the parties participated in mediation with the Honorable Lawrence Leavitt (Ret.). (*Id.* ¶ 4.) Although the parties made substantial progress toward a settlement, they were unable to reach a resolution. (*Id.*)

One day prior to the evidentiary hearing, the parties agreed on the general framework of a settlement agreement. (*Id.* ¶ 5.) However, the parties had difficulties reaching agreement on certain terms of the Settlement Agreement and requested that the Court order the parties to engage in a Judicial Settlement Conference with the Honorable Carl W. Hoffman—the Magistrate Judge assigned to the Matter. (*Id.*) On June 19, 2015, the parties attended a Judicial Settlement Conference with Magistrate Judge Hoffman and were able to reach an agreement as to the essential terms of a settlement. (*Id.* ¶ 6.) The parties attempted to reduce their agreement to a fully integrated settlement agreement and release but still were at an impasse as to one term—the definition of the claim amount. (*Id.* ¶ 7.) On September 22, 2015, the parties again attended a Judicial Settlement Conference with Magistrate Judge Hoffman and were able to reach an agreement as to the the definition of the claim amount. (*Id.* ¶ 8.) The parties were then able to finalize and execute the Settlement Agreement. (*Id.*)

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E. The Case Caption is Amended by the Magistrate Judge to Reflect the Current Parties.

On November 2, 2015, in anticipation of the class action settlement, the parties stipulated, and Magistrate Judge Hoffman ordered, that this matter's title and case caption be amended as Mr. Grider is now the only remaining plaintiff in the case and five other defendants had been dismissed from the case. Accordingly, Magistrate Judge Hoffman ordered this matter to be titled and captioned as follows:

> RONALD GRIDER, individually and on behalf of all others similarly situated;
>
> Plaintiff,
>
> vs.
>
> CLARK COUNTY COLLECTION SERVICE, LLC, a Nevada limited-liability company; DOLLAR LOAN CENTER, LLC, a Nevada limited-liability company; and DLC EMPIRE, LLC, a South Dakota limited-liability company,
>
> Defendants.

(ECF No. 221, Stipulation and Order to Amend Case Caption.)

III. THE PROPOSED SETTLEMENT

A. The Settlement Class.

Plaintiff proposes that the Court certify a class for purposes of settlement (the "Settlement Class"). Membership in the Settlement Class ("Settlement Class Members") is defined as follows:

> "Settlement Class Members" or "Settlement Class" shall mean all natural persons, within the United States, who were called by CCCS, on their cellular telephone—excluding calls that were initiated by manually dialing via a desktop telephone—between September 20, 2009 and September 20, 2013 (the "Class Period") as a result of having their telephone number listed by a customer of DLC Nevada as a "Reference" on a credit application. Settlement Class Members do not include recipients of a single telephone call received as a result of a reassigned telephone number, as defined by the Federal Communications Commission in its TCPA Omnibus Declaratory Ruling and Order No. 15-72 (July 18, 2015). Also excluded from the class are Defendants, any parent companies, affiliates, subsidiaries or any employees thereof, and any entities in which any of such companies has a controlling interest; the Judge or Magistrate Judge to whom the Action is assigned and any member of those Judges' immediate families; as well as all persons who validly request exclusion from the Class.

(Exhibit 1, Settlement Agreement, § I.J.)

The "Class Period" is the period of time during which CCCS is alleged to have placed the unlawful telephone calls via an automatic telephone dialing system ("ATDS"), between September 20, 2009 and September 20, 2013. (*Id.*) As part of the settlement process, CCCS shall provide to the

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Claims Administrator, a file, in an electronically searchable and readable format, containing the Settlement Class Members' names and last known cellular phone numbers. (*Id.* § IV.)

CCCS believes that the proposed Settlement Class consists of approximately 18,000 persons. (*Id.*) In order to determine the actual number of Settlement Class Members, each telephone number must be extracted from CCCS's records, and all non-cellular phone numbers excluded. (*See id.*) Upon receiving notification from the Claims Administrator, each Settlement Class Member who makes a timely, valid, and approved claim (an "Approved Claim.") shall be entitled to one (1) (and only one) claim per cellular telephone number called, regardless of the number of calls received by each cellular telephone number. (*Id.* § VI.E.)

B. The Settlement Fund.

Under the Settlement Agreement, the maximum amount payable by CCCS in the settlement of this matter is $8,000,000.00 (the "Total Settlement Pool"). (*Id.* § VI.A.1.) The Total Settlement Pool is composed of two parts: (1) a "Minimum Settlement Fund;" and (2) a "Residual Settlement Fund." (*Id.* §§ VI.A.2-3.) All funds will be maintained in an interest bearing account in a bank located in Clark County, Nevada. (*Id.* § VI.B.)

The "Minimum Settlement Fund" is four million one hundred forty thousand dollars ($4,140,000.00), and is composed of two subparts: (a) attorneys' fees, costs and expenses totaling two million six hundred forty thousand dollars ($2,640,000.00); and (b) a minimum payment (the "Minimum Payment") by CCCS of one million five hundred thousand dollars ($1,500,000.00). (*Id.* § VI.A.2.) The Minimum Payment consists of: (i) claims administration costs, estimated to be one hundred thousand dollars ($100,000.00); (ii) the class representative's incentive award of ten thousand dollars ($10,000.00); and (iii) the "Minimum Aggregate Payout," which is the Minimum Payment less administration costs and the class representative's incentive award. (*Id.*)

The Residual Settlement Fund is the difference between the Total Settlement Pool ($8,000.000.00) less the Initial Settlement Fund ($4,140,000.00). (*Id.* § VI.A.3.) The amount of the Residual Settlement Fund shall not exceed Three Million Eight Hundred Sixty Thousand Dollars ($3,860,000.00). (*Id.*)

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C. The Bank Account.

Within thirty (30) days following the Preliminary Approval, the Claims Administrator shall open an interest bearing account at a federally insured depository bank in Clark County, Nevada, for the purpose of administering the settlement of this matter. (*Id.* § VI.B.) The Claims Administrator will advise the parties of the name of the bank and the account number (the "Bank Account"). (*Id.*) All interest earned on any amounts in the Bank Account shall become part of the Settlement Fund for all purposes and credited against any amounts owed by CCCS pursuant to this Settlement. (*Id.*) Monthly statements for the Bank Account shall be provided by the Claims Administrator to counsel for Plaintiff and CCCS. (*Id.*)

D. Funding the Initial Settlement Fund.

Within thirty (30) days following receipt of the name of the bank and the account number from the Claims Administrator, CCCS will deposit the sum of six hundred thousand dollars ($600,000.00) into the Bank Account (the "Initial Deposit"). (*Id.* § VI.C.1.) On the first day of the first full month following the Initial Deposit ($600,000.00), and on the first day of each of the nineteen (19) consecutive succeeding months—a total of twenty (20) consecutive months—CCCS shall deposit in the Bank Account the sum of One Hundred Seventy-Seven Thousand Dollars ($177,000.00), bringing the total deposits in the Bank Account to Three Million Five Hundred Forty Thousand Dollars ($3,540.000.00). (*Id.* § VI.C.2.) The Initial Deposit ($600,000.00) and the 20 monthly payments of $177,000.00 ($3,540.000.00) comprise the Minimum Settlement Fund ($4,140,000.00). (*Id.* § VI.C.3.)

E. Funding the Residual Settlement Fund.

In the event that the aggregate amount of the Approved Claims exceeds the Minimum Aggregate Payout, CCCS will be required to fund all or part of the Residual Settlement Fund ($3,860,000.00) as needed in order to pay the amount of the Approved Claims. (*Id.* § VI.F.) If, in the judgment of the Claims Administrator, it appears—based upon the number of valid claims received—that the Minimum Aggregate Payout ($1,390,000.00) will be insufficient to satisfy the Approved Claims, then the Claims Administrator shall notify CCCS that the Residual Settlement Fund must be accessed, and all or part of the Residual Settlement Fund must then be deposited by CCCS into the Bank Account, to the extent needed to satisfy the remaining claims. (*Id.*) (The Claims Administrator may give more than one such

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notice.) (*Id.*) CCCS shall have ninety (90) days from the Claims Administrator's notification to make such deposit, unless CCCS challenges the Claims Administrator's proposed assessment. (*Id.*)

CCCS may challenge the Claims Administrator's proposed assessment to the Magistrate Judge assigned to this matter. (*Id.*) Should the proposed assessment be deemed appropriate by the Magistrate Judge, CCCS shall have ninety (90) days from the Magistrate Judge's order to make such deposit. (*Id.*) If, in the judgment of the Claims Administrator, it becomes necessary to pay valid claims before CCCS makes the deposit from the Residual Settlement Fund, the Claims Administrator may use those monies from the Initial Settlement Fund which had been set aside as Fees and Costs ($2,640,000.00), which monies shall then be replenished when funds from the Residual Settlement Fund are received. (*Id.*)

In the event that the number of Approved Claims, multiplied by seventy dollars ($70.00) exceeds the Claims Pool, the amount paid for each Approved Claim shall decrease on a *pro rata* basis until the sum of $5,250,000.00 is reached, and no further amounts will be owed to the Class Members. (*Id.*)

F. Distribution of the Settlement Fund.

The Claims Administrator shall distribute the funds in the Bank Account in the following order and within the time period set forth with respect to each such payment: (a) First, no later than thirty (30) days after the Initial Deposit, the Claims Administrator shall have $100,000.00 to be held in trust for any costs of administration; (b) Second, no later than thirty (30) days after the Effective Date,[2] the Claims Administrator shall pay to the Class Representative any incentive award ordered by the Court, as described in Section III.N; (c) Third, no later than thirty (30) days after the Effective Date, the Claims Administrator shall pay by check (the "Settlement Checks") to Settlement Class Members their Approved Claims pursuant to Section III.F; (d) Fourth, no later than thirty (30) days after the Effective Date, the Claims Administrator shall pay to Bailey❖Kennedy and Haines & Krieger ("Class Counsel")

[2] As detailed in the Settlement Agreement, the "Effective Date" means "the date of which all appellate and or subsequent proceedings are ended, and/or the time for appeal or further appeal from a final judgment and order of dismissal with prejudice in the Action . . . has passed, such that the Final Judgment and Order of Dismissal with Prejudice takes effect, in its entirety." (*Id.* § VI.I.)

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the award of attorney's fees, costs, or expenses ordered by the Court;[3] and (f) Finally, on the earlier of: (i) the date as of which all the checks for the Settlement Awards have been cashed; or, (ii) two-hundred ten (210) days after the date on which the last Settlement Check was issued, the Claims Administrator shall pay any amounts remaining, if any, to a *cy pres* recipient. (*Id.* § VI.D.)

G. Class Notice.

Notice will be given to the Class by direct mail, a question & answer notice on the settlement website, and by publication of notice throughout the State of Nevada. (*Id.* § VII.C.)

1. Direct Mail Notices.

The Claims Administrator will mail individual class notice via first-class mail in postcard-style form ("Direct Mail Notices") with a unique Claim Identification Number to all of the estimated persons in the Settlement Class. (*Id.* § VII.C.1; *see also* Exhibit 3, Direct Mail Notice.) The Direct Mail Notice will summarize the Settlement Agreement, provide instruction on how to make a claim and opt-out or object, and direct the recipient to a toll-free telephone number and the Settlement Website, where the recipient may learn the details of the Settlement Agreement. (*Compare* Exhibit 3, Direct Mail Notice, *with* Exhibit 1, Settlement Agreement, §§ VII.C.3-4.)

In order to facilitate the mailing of the Direct Mail Notices, the CCCS will provide the Claims Administrator with relevant records of the cellular phone number CCCS called during the Claims Period, in an electronically searchable and readable format. (Exhibit 1, Settlement Agreement, § VII.C.1.) The Claims Administrator will review the cellular phone information provided by CCCS and will do what it believes is necessary to identify class members' most current addresses without calling or contacting DLC debtors or customers. (*Id.*) Any addresses that are found not to be current or which are otherwise inaccurate during the notice and claims process shall be provided upon request to Class Counsel and Counsel for CCCS. (*Id.*) Any mail that is returned undeliverable by the U.S. Post Office (RUM) shall be sent again if a new address is found. (*Id.*) Such re-mails shall be completed

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[3] The parties acknowledge that the Bank Account will not be fully funded to pay all the Attorney's fees at once and that Attorney's Fees will be paid as the ongoing deposits to the Bank Account by CCCS are made.

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immediately upon receipt of the RUM so that such recipients of the new notice shall have a minimum of thirty (30) days to make a claim, *i.e.* mailed again within ninety (90) days of the original mailing. (*Id.*)

2. Q&A Notice on Settlement Website.

A website shall be created and used for purposes of the Settlement Agreement (the "Settlement Website"). (*Id.* § VII.C.3.) The Settlement Website will answer questions about the Settlement, to simplify the filing of claims and to allow anyone to review the important documents relating to the Settlement, including but not limited to the Settlement Agreement, the Court's Orders, and the Motion for Final Approval of the Settlement Agreement. (*Id.*) The long-form Question & Answer Notice form notice ("Q&A Notice") will be made available on the Settlement Website. (*Id.*; see also Exhibit 5, Q&A Notice.) Upon request, and within a reasonable time after the request, the Claims Administrator will mail the Q&A Notice to each person who calls the Settlement Call Center and requests a copy of the full notice. (Exhibit 1, Settlement Agreement, § VIII.C.3.)

3. Publication of Notice.

To provide additional notice to the Settlement Class Members, including the small number for whom there are no names and addresses, the parties intend to publish notice of the Settlement Agreement in two (2) consecutive editions of *Nevada Legal News*, the *Las Vegas Review Journal*, and the *Reno Gazette Journal*. (*Id.* § VII.C.2; *see also* Exhibit 4, Publication Notice.) The summary notice shall direct Settlement Class Members to the Settlement Website and will include the toll-free telephone number for the Claims Administrator running the Settlement Call Center. (Exhibit 1, Settlement Agreement, § VII.C.2.)

4. Toll-Free Number.

A toll-free number will be designated by the Claims Administrator for receiving toll-free calls related to the settlement (the "Settlement Call Center"). (*Id.* § VII.C.4.) The toll-free number for the Settlement Call Center will be identified in the Direct Mail Notices, the summary notice and the Q&A Notice. (*Id.*) Both the toll-free Number and the Settlement Website will permit Settlement Class Members to obtain information and a copy of the Agreement. (*Id.* §§ VII.C.3-4.)

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H. The Claims Process and Award to Settlement Class Members.

The Claims process is as simple as the parties can make it. There are three ways a Settlement Class Member may submit a claim: (1) by calling the Settlement Call Center that will be operated by the Claims Administrator; (2) by submitting a claim in writing by overnight mail to the Claims Administrator; or (3) by submitting a claim online at the Settlement Website maintained by the Claims Administrator. (*Id.* § VII.D.) The Settlement Class Members have one hundred twenty (120) days from the date the Direct Mail Notices are mailed to submit a claim. (*Id.* § I.D.)

In order to submit a claim, the Settlement Class Member must provide the following information about himself or herself: (1) his or her full name; (2) confirmation of his or her identity and cell phone number pursuant to a procedure determined by the Claims Administrator; (3) the Claim Identification Number, if he or she received a Direct Mail Notice; (4) his or her current address for mailing settlement payment; (5) that he or she was the subscriber or the regular user of the cell phone number that was called; and (6) if known, the name of the debtor for whom he/she was listed as a "Reference." (*Id.* § VII.D.) If the Class Member does not know which debtor listed him/her as a reference, then the Class Member must provide his or her social security number. (*Id.*) Further, the Settlement Class Member must declare, under penalty of perjury, that all the information provided to the Claims Administrator is true and correct. (*Id.*) The Class Administrator will approve all timely and valid claims for individuals whom it verifies, through CCCS's records or other evidence, are Settlement Class Members (an "Approved Claims"). (*Id.* at § VI.G.)

Approved Claims will be awarded a *pro rata* share of the Total Settlement Pool, less the attorneys' fees and costs, claims administration cost, and class representative's incentive award. (*Id.* § VI.E.) Each Approved Claim will entitle a Settlement Class Member to a minimum award of seventy dollars ($70.00) and up to a maximum award of fifteen hundred dollars ($1,500.00)—the maximum amount of damages recoverable for a willful violation of the TCPA. (*Id.* § VI.E.)

The Claims Administrator will send the Settlement Checks via U.S. Mail to the Settlement Class Members who have made Approved Claims no later than 30 days after the Effective Date, or as soon thereafter as the Bank Account contains sufficient funds to cover the Settlement Checks. (*Id.* § VI.G.)

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I. Scope of Release.

The scope of the release by all Settlement Class Members, other than those who exclude themselves from the Settlement Agreement, tracks the scope of Plaintiff's allegations in the original complaint relating to the prohibition against "the use of an 'automatic telephone dialing system'" as used in the TCPA. The release also covers known and unknown claims, including NDTPA or any similar state or federal law claims. (*Id.* at §§ XIII - XIV.) The full release will be made available on the Settlement Website at the end of the Q&A Notice. (*See* Exhibit 5, Q&A Notice.)

J. Opportunity to Opt-Out and Object.

Under the terms of the proposed Settlement Agreement, Settlement Class Members will have the right to opt-out of the Settlement Agreement or to object to its terms. (Exhibit 1, Settlement Agreement, §§ IX, XII.) The deadline for opting-out is ten (10) days after the last date of the Claims Period. (*Id.* § IX.) The deadline for objecting is ten (10) days before the Final Approval Hearing date. (*Id.* § X.) Settlement Class Members will be informed of these rights through the Direct Mail Notices, the Q&A Notice on the Settlement Website, the Publication Notice, and information available by calling the Toll-Free Number. (*See* Exhibit 3, Direct Mail Notice; Exhibit 4, Publication Notice; Exhibit 5, Q&A Notice.)

K. Settlement Proceedings Time Schedule.

The settlement proceedings in this matter shall proceed according to the following schedule:

EVENT	SCHEDULED DATE
Direct Mail Notices mailing date	120 days after entry of Preliminary Approval Order
Parties' briefs in support of the Settlement, including fee application and incentive award due	14 days prior to Final Approval Hearing
Last day for Class Members to opt-out of Settlement	130 days after the date the Direct Mail Notices are initially mailed
Last day for objections to the Settlement to be filed with the Court	10 days before the Final Approval Hearing
Last day to submit a Valid Claim Form	120 days after the date the Direct Mail Notices are initially mailed
Parties to file responses to objections, if any	7 days prior to the Final Approval Hearing
Final Approval Hearing	To be determined by the Court

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L. Termination of Settlement.

The Settlement Agreement may be terminated by Class Counsel or Defendants after providing written notice of its election to do so is given to the other party within seven (7) days of any of the following occurrences: (a) the Court's refusal to enter a Preliminary Approval Order; (b) the Court's refusal to approve the settlement following the Final Approval Hearing; (c) the Court's refusal to enter a Final Approval Order; or (d) if the Final Approval Order is modified or reversed in material respect by any Court of Appeal or the Supreme Court. (Exhibit 1, Settlement Agreement, § XV.) If either Class Counsel or Defendants terminate the Settlement Agreement, the Settlement Agreement shall be of no force or effect and the parties' rights and defenses shall be restored, without prejudice, to their respective positions as if the Settlement Agreement had never been executed. (*Id.*)

M. Payment of Notice and Administration Costs.

The costs of notice and claims administration are to be paid from the Settlement Fund. (*Id.* § VII.B.) The costs will also include payment of any costs of the Direct Mail Notices, Settlement Website, publication of the summary notice, and claims administration (presently estimated by the Claims Administrator to be approximately $100,000.00), but the final cost will vary depending on a number of factors, including the number of Settlement Class Members and Approved Claims. (*See id.* § VII.B.) If the costs are less than $100,000.00, the remaining funds shall go towards the Minimum Aggregate Payout. (*Id.*)

The Settlement Agreement specifically provides that the estimated administration cost and Direct Mail Notices costs estimated at one hundred thousand dollars ($100,000.00) be held in trust by the Claims Administrator. (*Id.*) The Claims Administrator shall take $100,000.00 from the initial deposit of $600,000.00 deposited by CCCS into the Bank Account for the payment of claims administration costs. (*Id.*)

N. Class Representative's Application for Incentive Award.

The Settlement Agreement provides that Class Counsel will request an incentive award in the amount of $10,000.00 to be paid to the Class Representative, Ronald Grider, subject to Court approval, within thirty (30) days of the Effective Date. (*Id.* § XVII.) Defendants have agreed not to oppose a request for such incentive award in that amount. (*Id.*)

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O. Class Counsel's Application for Attorney's Fees and Costs.

The Settlement Agreement contemplates that Class Counsel shall be entitled to apply to the Court for an award of attorneys' fees, costs, and expenses to be paid from the Settlement Fund. (*Id.* § XVI.) Class Counsel shall file an application for attorneys' fees and litigation related costs and expenses in an amount not to exceed thirty-three percent (33%) of the Settlement Fund. (*Id.*) Defendants have agreed not to oppose an application by Class Counsel for an award of attorneys' fees, costs, and expenses as long as it does not exceed thirty-three percent (33%). (*Id.*)

The Settlement Agreement provides that the consideration to be provided to the Settlement Class Members is not contingent on the attorneys' fees to be awarded. (*Id.* § XIII.) In other words, the Court's consideration of Class Counsel's application for attorneys' fees and costs is separate from, and will not operate to terminate, the Settlement Agreement and the finality of the Final Approval Order. (*Id.*)

P. *Cy Pres* Distribution.

If the total amount of paid Approved Claims, class administration costs, and the incentive award is less than the Minimum Payment ($1,500,000.00), then the difference of the Minimum Payment less paid Approved Claims, class administration costs, and the incentive award will be awarded to the Moment of Truth Ministry.

IV. THE PROPOSED SETTLEMENT SHOULD BE PRELIMINARILY APPROVED

A. Standard of Decision.

A class action may not be voluntarily dismissed, compromised, or settled without the approval of the Court. Fed. R. Civ. P. 23(e). In the context of a class settlement reached prior to certification, the District Court evaluates two primary issues: (1) whether conditional class certification for purposes of settlement is appropriate; and (2) whether the proposed settlement is "fundamentally fair, adequate, and reasonable." *Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003) (internal quotation marks omitted). As detailed below, conditional class certification is appropriate for the purposes of settlement and the proposed settlement is fundamentally fair, adequate, and reasonable. Accordingly, the Settlement Class should be conditionally certified and the Settlement Agreement should be preliminarily approved.

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B. Conditional Class Certification is Appropriate for Purposes of Settlement.

"Under Federal Rule of Civil Procedure 23, '[a] class action may be maintained if two conditions are met: The suit must satisfy the criteria set forth in subdivision (a) (*i.e.*, numerosity, commonality, typicality, and adequacy of representation), and it also must fit into one of the three categories described in subdivision (b).'" *Bateman v. Am. Multi-Cinema, Inc.*, 623 F.3d 708, 712 (9th Cir. 2010) (quoting *Shady Grove Orthopedic Assocs., v. Allstate Ins. Co.*, 559 U.S. 393, 398 (2010)). The four prerequisites of Rule 23(a) are stated as follows: "(1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a).

In this case, certification is appropriate under Rule 23(b)(3), which is satisfied if "the court finds that the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). While a court must engage in a rigorous analysis of the Rule 23 factors, an "evidentiary showing need not be extensive." *Kavu, Inc. v. Omnipak Corp.*, 246 F.R.D. 642, 646 (W.D. Wash. 2007).

1. The Proposed Settlement Class is Ascertainable.

"To obtain class certification, the plaintiff must prove the threshold requirement of 'ascertainability'—that the proposed class's membership can be determined by objective criteria." *Kristensen v. Credit Payment Services*, 12 F. Supp. 3d 1292, 1302 (D. Nev. 2014) (citing *Berger v. Home Depot USA, Inc.*, 741 F.3d 1061, 1071 n.3 (9th Cir. 2014)). The proposed class definitions should describe "a set of common characteristics sufficient to allow a prospective plaintiff to identify himself or herself as having a right to recover based on the description" and should not require individualized inquiries to prospective class members. *Id.* (internal quotation marks omitted). The class definition may not be based on the merits of individuals' claims; in other words, "[t]he inquiry into class membership must not require holding countless hearings resembling 'mini-trials.'" *Id.* at 1303.

Here, the Settlement Class is ascertainable from objective criteria—simply, all references who received calls on their cellular telephones from CCCS on behalf of DLC Nevada. CCCS's calling

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records, which contain the names and telephone numbers of references it has called on behalf of DLC Nevada, can be utilized to easily identify Settlement Class Members. Because the Settlement Class's membership can be determined by objective criteria, "the ascertainability requirement is met." *Kristensen*, 12 F. Supp. 2d at 1303.

2. The Proposed Settlement Class Satisfies the Requirements of Rule 23(a).

a. Rule 23(a)'s Numerosity Requirement is Satisfied Because the Settlement Class Likely Contains More than 10,000 Individuals.

The numerosity prerequisite is satisfied if "the class is so numerous that joinder of all members is impracticable[.]" Fed. R. Civ. P. 23(a)(1). "Numerosity is presumed at a level of 40 members . . . ." *Greene v. Alan Waxler Grp. Charter Servs., LLC*, No. 2:09-CV-748-JCM-RJJ, 2012 WL 1330262, at *1 (D. Nev. Apr. 17, 2012). The parties estimate that the number of Settlement Class Members is approximately 18,000—which is more than sufficient to satisfy Rule 23(a)(1)'s numerosity requirement. *Greene*, No. 2:09-CV-748-JCM-RJJ, 2012 WL 1330262, at *1.

b. Rule 23(a)'s Commonality Requirement is Satisfied Because there Are Common Questions of Law and Fact.

The commonality prerequisite requires that "there are questions of law or fact common to the class[.]" Fed. R. Civ. P. 23(a)(2). Each plaintiff's "claims must depend upon a common contention of such a nature that it is capable of classwide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke." *Wal-Mart Stores, Inc. v Dukes*, 564 U.S. __, 131 S.Ct. 2541, 2545 (2011). "Commonality focuses on the relationship of common facts and legal issues among class members." *Kanawi v. Bechtel Corp.*, 254 F.R.D. 102, 107 (N.D. Cal. 2008). The commonality prerequisite is "construed permissively and not all questions of fact and law need to be common to satisfy this rule." *Parra v. Bashas', Inc.*, 536 F.3d 975, 978 (9th Cir. 2008).

Here, for the purposes of settlement, the proposed Settlement Class Members' claims all stem from the same factual circumstances. Specifically, the proposed Settlement Class Members were all called by CCCS, on their cellular telephones, with equipment that Mr. Grider contends (and the CCCS disputes) constitutes an ATDS. Additionally, the claims present several common questions of law, including: (a) whether CCCS's equipment is an ATDS; (b) whether CCCS obtained the proposed Settlement Class Members' prior express consent through a borrower's listing of the proposed Settlement Class Members' names and telephone numbers on the borrower's Credit Application; (c) whether CCCS's conduct was knowing or willful; and (d) whether DLC Empire and DLC Nevada are liable for CCCS's conduct under principles of secondary liability.

The commonality prerequisite is satisfied here because the Defendants' conduct caused the same injury to each class member. *See Agne v. Papa John's Intern.*, Inc., 286 F.R.D. 559, 567 (W.D. Wash. 2012) (finding commonality satisfied in TCPA class action because "all class members were sent substantially similar unsolicited text messages by the same defendants"); *Knutson v. Schwan's Home Serv. Inc.*, No. 3:12-cv-0964-GPC-DHB, 2013 WL 4774763, at *5 (S.D. Cal. Sept. 5, 2013) (finding that common questions in a TCPA class action included "whether Defendants used an ATDS . . . without the customers' prior express consent" and that "common proof" in the form of "Defendants' business records . . . can answer—in one stroke—each of these questions.").

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c. Rule 23(a)'s Typicality Requirement is Satisfied Because Mr. Grider's Claims Arise from the Same Practice and Course of Conduct that Give Rise to the Proposed Settlement Class's Claims.

The typicality prerequisite is met if "the claims or defenses of the representative parties are typical of the claims or defenses of the class[.]" Fed. R. Civ. P. 23(a)(3). "The commonality and typicality requirements of Rule 23(a) tend to merge." *Gen. Tel. Co. of Sw. v. Falcon*, 457 U.S. 147, 158 n.13 (1982). Thus, "[i]n most cases, a finding of commonality will ordinarily support a finding of typicality." *Bor Pha v. Yia Yang*, No. 2:12-CV-01580-TLN, 2014 WL 654559, at *3 (E.D. Cal. Feb. 19, 2014) (internal quotation marks omitted).

In deciding whether a representative's claims are typical of the proposed class, courts analyze: (1) "whether other members have the same or similar injury;" (2) "whether the action is based on conduct which is not unique to the named plaintiffs;" and (3) "whether other class members have been injured by the same course of conduct." *Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1175 (9th Cir. 2010). "Under the rule's permissive standards, representative claims are 'typical' if they are reasonably co-extensive with those of absent class members; they need not be substantially identical." *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998).

First, Mr. Grider's injuries are typical of the proposed Settlement Class. With respect to the TCPA claims, both Mr. Grider and the class members are entitled to statutory damages under the TCPA. 47 U.S.C. § 227(b)(3). Under the NDTPA, Mr. Grider and the class members all suffered the same injury: an invasion of their privacy and a loss of allotted cellular phone minutes and/or additional cellular phone charges. (ECF No. 1, Compl. ¶ 201.) Second, the Defendants' conduct is not unique to Mr. Grider. Specifically, all class members, including Mr. Grider, (i) were called by CCCS, (ii) on their cell phones, (iii) as a result of being listed as a reference on a borrower's DLC Nevada credit application, (iv) in an attempt to locate the borrower for debt collection purposes. Third, the class members (including Mr. Grider) have been injured by the same course of conduct. That is, the Defendants' conduct resulted in violations of the TCPA and NDTPA in the same manner with respect to all the class members—they were called by CCCS because they had been listed as a reference on a borrower's credit application.

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In sum, Mr. Grider's claims are typical of all of the proposed Settlement Class Members' claims. *See Malta v. Fed. Home Loan Mortg. Corp.*, No. 10-CV-1290 BEN NLS, 2013 WL 444619, at *3 (S.D. Cal. Feb. 5, 2013) (finding class representative's TCPA claims were typical where they were based on the same legal theory and "the same factual basis as that of the class: calls made to Plaintiffs using auto-dialing equipment."); *Kristensen*, 12 F. Supp. 2d. at1305 (finding class representatives' TCPA claim typical where defendant engaged in same course of conduct with respect to the class representative and class members).

d. Mr. Grider and his Counsel will Fairly and Adequately Represent the Proposed Settlement Class Members.

The fourth prerequisite is that, "the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). Courts analyze two criteria in determining the adequacy of representation: "(1) the proposed representative Plaintiffs do not have conflicts of interest with the proposed class, and (2) Plaintiffs are represented by qualified and competent counsel." *Hester v. Vision Airlines, Inc.*, No. 209-CV-00117-RLH-RJJ, 2009 WL 4893185, at *5 (D. Nev. Dec. 16, 2009) (internal quotation marks omitted), *aff'd*, 687 F.3d 1162 (9th Cir. 2012).

i. *Mr. Grider is an Adequate Class Representative.*

Here, Plaintiff is an adequate class representative because his claims and interests are identical to those of the class. Mr. Grider and the proposed Settlement Class Members share a common experience: all were called by CCCS in an attempt to collect on a debt owed to DLC Nevada. Mr. Grider has actively participated in the matter and will continue to vigorously represent the interests of the class members. (*See* Exhibit 5, Grider Decl. ¶ 2.) Moreover, Mr. Grider does not have any conflicts of interest with the proposed Settlement Class. (*Id.* ¶ 3.) Mr. Grider has, and will continue to, adequately represent the class members. *See Kristensen*, 12 F.Supp.2d at 1305 (finding that a class representative met the adequacy prerequisite when "there [were] no indications that [plaintiff] has any conflicts of interest, and he appears sufficiently motivated to vigorously pursue the interest of absent class members.").

ii. *Plaintiff's counsel is qualified to serve as class counsel.*

"Rule 23(a)(4) requires that plaintiffs demonstrate that class counsel is qualified, experienced, and generally able to conduct the litigation." *Marisol A. v. Giuliani*, 126 F.3d 372, 378 (2d Cir. 1997) (internal quotation marks and citation omitted). The court must consider the following factors in appointing class counsel: "(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class." Fed. R. Civ. P. 23(g)(1)(A).

First, both Bailey❖Kennedy and Haines & Krieger have devoted a significant amount of time and energy to adequately identify potential claims in this action. (Exhibit 6, Kennedy Decl. ¶ 9; Exhibit 7, Decl. David Krieger ["Krieger Decl."] ¶ 6.) Second, Bailey❖Kennedy is experienced in class actions, complex litigation, and consumer law. (Exhibit 6, Kennedy Decl. ¶¶ 10-11.) Haines & Krieger devotes a substantial amount of its practice to consumer protection litigation and has served as counsel in seven putative class action matters, including four TCPA putative class actions. (Exhibit 7, Krieger Decl. ¶¶ 3-5.) Third, both Bailey❖Kennedy and Haines & Krieger are knowledgeable in consumer law and have conducted extensive legal research regarding the TCPA and NDTPA. (Exhibit 6, Kennedy Decl. ¶ 10; Exhibit 7, Krieger Decl. ¶¶ 3-5.) Fourth, Bailey❖Kennedy and Haines & Krieger both have

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the necessary resources to zealously represent the class members and are both prepared to invest the time and resources necessary to adequately serve as class counsel. (Exhibit 6, Kennedy Decl. ¶ 12; Exhibit 7, Krieger Decl. ¶ 7.)

Because Mr. Grider is an adequate class representative and has chosen qualified and experienced counsel, this Court should permit Mr. Grider to act as class representative and allow his selected counsel to represent the class members. *See Hester*, 2009 WL 4893185 at *5; *see also In re Cavanaugh*, 306 F.3d 726, 734 (9th Cir. 2002) ("The choice of counsel has traditionally been left to the parties, whether they sue in their individual capacities or as class representatives.").

3. The Proposed Settlement Class Satisfies the Requirements of Rule 23(b)(3).

"In addition to satisfying Rule 23(a)'s prerequisites, parties seeking class certification must show that the action is maintainable under Rule 23(b)(1), (b)(2), or (b)(3)." *Roadhouse v. Las Vegas Metro. Police Dep't.*, 290 F.R.D. 535, 544 (D. Nev. 2013) (quoting *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 614 (1997)). Here, Mr. Grider seeks to certify a Rule 23(b)(3) class.

In addition to the general requirements of Rule 23(a), a class must satisfy two additional prerequisites under Rule 23(b)(3); specifically: (i) "that the questions of law or fact common to class members predominate over any questions affecting only individual members;" and (ii) "that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). Under Rule 23(b)(3), certification "is appropriate whenever the actual interests of the parties can be served best by settling their differences in a single action." *Hanlon* , 150 F.3d at 1022. Moreover, certification under Rule 23(b)(3) is appropriate in matters where class members' claims have small potential recoveries and "do not provide the incentive for any individual to bring a solo action prosecuting his or her rights." *Amchem Products, Inc.*, 521 U.S. at 617 (internal quotation marks omitted).

As detailed below, the proposed Settlement Class satisfies the additional predominance and superiority requirements.

a. Common Questions Predominate Over Any Individual Questions.

"The predominance inquiry of Rule 23(b)(3) asks whether proposed classes are sufficiently cohesive to warrant adjudication by representation." *Stearns v. Ticketmaster Corp.*, 655 F.3d 1013,

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1019 (9th Cir. 2011) (internal quotation marks omitted). In contrast to the commonality requirement of Rule 23(a)(2), the predominance inquiry of Rule 23(b)(3) "focuses on the relationship between the common and individual issues." *Hanlon*, 150 F.3d at 1022. "When common questions present a significant aspect of the case and they can be resolved for all members of the class in a single adjudication, there is clear justification for handling the dispute on a representative rather than an individual basis." *Id.* (internal quotations marks omitted). Central to the predominance inquiry is "is the notion that the adjudication of common issues will help achieve judicial economy." *Zinser v. Accufix Research Inst., Inc.*, 253 F.3d 1180, 1189 (9th Cir. 2001) (internal quotation marks omitted) *opinion amended on denial of reh'g*, 273 F.3d 1266 (9th Cir. 2001).

Here, the central inquiry—whether CCCS violated the TCPA by calling the proposed Settlement Class Members on their cellular telephones without their prior express consent—is a common question that predominates over individual issues. Although the issue of prior express consent was contested in the matter, for the purposes of settlement, prior express consent is not at issue—lack of prior express consent is presumed. Further, whether DLC Empire and/or DLC Nevada may be held liable for CCCS's conduct is a question of law which predominates over individual issues.

Accordingly, class certification—for purposes of settlement—is appropriate because when "common questions present a significant aspect of the case and they can be resolved for all members of the class in a single adjudication, there is clear justification for handling the dispute on a representative rather than on an individual basis." *Hanlon*, 150 F.3d at 1022.

b. A Class Action is the Superior Method of Adjudicating the Common Claims of the Settlement Class Members.

"The focus of superiority analysis is on the relative advantages of a class action suit over whatever other forms of litigation might be realistically available to the plaintiffs." *Manno v. Healthcare Revenue Recovery Grp.*, 289 F.R.D. 674, 690 (S.D. Fla. 2013) (citation and internal quotation marks omitted); *see also Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227, 1234 (9th Cir. 1996) ("Where classwide litigation of common issues will reduce litigation costs and promote greater efficiency, a class action may be superior to other methods of litigation.").

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"In determining superiority, courts must consider the four factors of Rule 23(b)(3)." *Zinser*, 253 F.3d at 1190. The four factors are: (A) the class members' interests in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already begun by or against class members; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) the likely difficulties in managing a class action. Fed. R. Civ. P. 23(b)(3). "A consideration of these factors requires the court to focus on the efficiency and economy elements of the class action so that cases allowed under subdivision (b)(3) are those that can be adjudicated most profitably on a representative basis." *Zinser*, 253 F.3d at 1190 (citation and internal quotation marks omitted).

Lastly, when deciding to certify a class for settlement purposes, Rule 23(b)(3)(D) is inapplicable; the Court "need not inquire whether the case, if tried, would present intractable management problems." *Amchem Products, Inc.*, 521 U.S. at 620.

As detailed below, each of the three applicable superiority factors weighs in favor of certification.

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i. *The Settlement Class Members' Interest in Controlling the Prosecution or Defense is Minimal Because each Settlement Class Member's Damages are Relatively Small.*

The first factor is "the class members' interest in individually controlling the prosecution or defense of separate actions." Fed. R. Civ. P. 23(b)(3)(A). "Where damages suffered by each putative class member are not large, this factor weighs in favor of certifying a class action." *Zinser*, 253 F.3d at 1190. Here, the relatively small amount of damages at stake in a TCPA or an NDTPA action favors class certification. *Kristensen*, 12 F. Supp. 2d at 1308 ("The $500 damage amount for each [TCPA] violation, even if increased to $1,500 for willful violations [of the TCPA], is insufficient to incentivize individual actions."); *Agne*, 286 F.R.D. at 571 ("Five hundred dollars is not sufficient to compensate the average consumer for the time and effort that would be involved in bringing a small claims action against a national corporation . . . ."). Moreover, any class member who wishes to pursue a separate action can opt-out of the Settlement Agreement. (Exhibit 1, Settlement Agreement, § IX.)

ii. *No Other Known Litigation Exists Between any Settlement Class Member and the Defendants; thus, Class Resolution Serves Judicial Economy.*

The second factor instructs consideration of "the extent and nature of any litigation concerning the controversy already begun by or against class members." Fed. R. Civ. P. 23(b)(3)(B). "This factor is intended to serve the purpose of assuring judicial economy and reducing the possibility of multiple lawsuits." *Zinser*, 253 F.3d at 1191 (quoting Wright & Miller, Federal Practice and Procedure § 1780 (2d ed.1986)). When the court is unaware of any other pending litigation, the factor weighs in favor of certification. *See Kristensen*, 12 F. Supp. 2d at 1308; *Agne*, 286 F.R.D. at 571. Plaintiff is not aware of any other litigation between a class member and any of the Defendants; the Defendants are likewise not aware of the existence of other litigation. (Exhibit 6, Kennedy Decl. ¶ 13; Exhibit 7, Krieger Decl. ¶ 8.) Because there are no similar lawsuits, class resolution is a superior method of adjudicating the instant claims. *See Kristensen*, 12 F. Supp. 2d at 1308; *Agne*, 286 F.R.D. at 571.

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iii. *The District of Nevada is the Ideal Forum in which to Concentrate the Litigation.*

The third factor obligates a court to consider "the desirability or undesirability of concentrating the litigation of the claims in the particular forum." Fed. R. Civ. P. 23(b)(3)(C). DLC Nevada and CCCS are Nevada entities. (ECF No. 1, Compl. ¶¶ 14, 23.) DLC Empire is a South Dakota entity headquartered in Sioux Falls, South Dakota. (*Id.* ¶ 15.) DLC empire is registered with the Nevada Secretary of State as a foreign corporation authorized to do business in Nevada, and does substantial business in Nevada. (*Id.* ¶ 16.) Plaintiff is a Nevada resident. (*Id.* ¶ 9.) Thus, Nevada is the most desirable forum in which to concentrate litigation. *See Protectmarriage.com v. Bowen*, 262 F.R.D. 504, 509 (E.D. Cal. 2009) ("There appears to be no reason why concentrating the litigation in this Court would be undesirable considering the presence of Defendants within the state . . . .").

C. The Proposed Settlement Agreement is Fundamentally Fair, Adequate, and Reasonable.

Courts may approve class settlements only after holding a hearing and finding that the proposed settlement is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). The decision to approve a class settlement "is committed to the sound discretion of the trial judge . . . ." *Hanlon*, 150 F.3d at 1026-27. The Federal Judicial Center, through its Manual for Complex Litigation (the "Manual"), has developed a defined procedure and specific criteria for approval of proposed class settlement agreements, including preliminary approval, class notice, and fairness. *See* MANUAL FOR COMPLEX LITIGATION (Fourth) § 21.6, at 420-4858 (2015).

Preliminary approval does not require the Court to make a *final* determination that the settlement is fair, adequate, and reasonable. Instead, the Court is only required to make a "preliminary determination on the fairness, reasonableness, and adequacy of the settlement terms . . . ." *Id.* § 21.632, at 430. So long as the "proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible approval, then the court should direct that the notice be given to the class members of a formal fairness hearing." *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007) (internal quotation marks omitted).

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In making a preliminary fairness determination, courts may consider several factors, including: "the strength of the plaintiffs' case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status throughout the trial; the amount offered in settlement; the extent of discovery completed and the stage of the proceedings; [and] the experience and views of counsel . . . ." *Hanlon*, 150 F.3d at 1026. Courts are to give "proper deference to the private consensual decision of the parties" and their evaluation "must be limited to the extent necessary to reach a reasonable judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." *Id.* at 1027.

1. Liability is Highly Contested and Both Sides Face Significant Challenges in Litigating the Matter.

The Defendants have vigorously defended the matter and have raised numerous defenses and strongly believe that they would defeat Plaintiff's attempt to certify a class. (*See generally* ECF No. 130, DLC Empire Answer; ECP No. 131, DLC Nevada Answer; ECF No. 132, CCCS Answer.) Plaintiff has vigorously pursued his claims and believes that a class action would be certified. While the parties strongly believe in the relative merits of their positions, the parties also recognize that there are uncertainties in all forms of litigation, let alone complex class actions. (Exhibit 1, Settlement Agreement, ¶ 10.)

In considering the Settlement Agreement, Plaintiff and Class Counsel carefully balanced the risks of continuing to engage in protracted and contentious litigation against the benefits to the proposed Settlement Class, including the relatively large Settlement Fund. (*See generally, id.*) Similarly, the Defendants recognize that if a class is certified and Plaintiff prevails on the merits, they potentially face a higher amount of damages and major disruptions to their business operations. (*See generally, id.*) The parties face uncertainty, additional costs, and additional fees if the matter continues. The Settlement Agreement avoids these risks, saves judicial resources, and presents a fair and reasonable alternative to continuing to pursue litigation.

2. The Settlement Agreement Provides a Fair and Substantial Benefit to the Proposed Class; Each Settlement Class Member who Submits an Approved Claim is Likely to Receive More than $200.00 and may Receive up to $1,500.00.

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As set forth above, the CCCS has agreed to pay up to $8,000,000.00 to settle this matter. (*Id.* § I.R.) Settlement Class Members will be paid a *pro rata* share of the Total Settlement Pool, less the attorneys' fees and costs, claims administration cost, and class representative's incentive award, for their Approved Claims, with the amount paid for each claim dependent upon the total number of Approved Claims, but in no case less than $70.00 or more than $1,500.00. (*Id.* § VI.E.) Even assuming there are 25,000 Settlement Class Members (which, as detailed in Section III.A, is likely the highest possible number) and a claims pool of $5,250,000.00[4], each Settlement Class Member who has an Approved Claim would likely be entitled to—at a minimum—approximately $210.00 for an Approved Claim. Moreover, if the number of Approved Claims fails to meet the Minimum Payment threshold of $1,500,000.00 (the sum of Approved Claims, administration costs, and Mr. Grider's incentive award), then the Settlement Class Members who submit Approved Claims will receive nearly $1,500.00 each—the maximum amount of damages authorized by the TCPA. (*Id.*)

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[4] $8,000,000.00 less attorneys' fees and costs ($2,640,000.00), administration costs ($100,000.00), and incentive award ($10,000.00).

3. The Settlement Agreement was Reached as a Result of Arm's Length Negotiations, Including Three Lengthy Mediations.

The Settlement Agreement is the result of over nine months of vigorous arm's length negotiations, including three lengthy mediation sessions conducted by the Honorable Lawrence R. Leavitt (Ret.) and the Honorable Carl W. Hoffman—the Magistrate Judge assigned to the Matter. (Exhibit 6, Kennedy Decl. ¶¶ 3-8.) The time and effort spent on negotiations, including three lengthy mediations, militate in favor of preliminary approval of the Settlement Agreement. *See in re Toys R Us-Delaware, Inc.--Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438, 450 (C.D. Cal. 2014) ("[C]onsidering the number of mediations held, the court concludes that the settlement is a product of informed, arms-length negotiations, and is therefore entitled to a presumption of fairness."); *Ontiveros v. Zamora*, 303 F.R.D. 356, 371 (E.D. Cal. 2014) ("[T]he parties' apparent careful investigation of the claims and their resolution in consideration of the views of a third party mediator weigh in favor of settlement."); *see also Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 965 (9th Cir. 2009) ("We put a good deal of stock in the product of an arms-length, non-collusive, negotiated resolution . . . .").

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4. Substantial Discovery has been Completed; Prior to Settlement Negotiations, the Parties were Preparing for an Evidentiary Hearing on Plaintiff's Motion for Class Certification.

Class action settlements negotiated after the parties have conducted a substantial amount of discovery are presumptively fair and reasonable. *See in re Wireless Facilities, Inc. Sec. Litig. II*, 253 F.R.D. 607, 610 (S.D. Cal. 2008) ("Settlements that follow sufficient discovery and genuine arms-length negotiation are presumed fair.").

Here, prior to settlement negotiations, the parties conducted a substantial amount of discovery. (Exhibit 6, Kennedy Decl. ¶ 2.) Indeed, the parties were prepared to attend an evidentiary hearing on the Plaintiff's Motion for Class Certification when, one day prior to the hearing, they agreed to the primary framework of a settlement agreement. (*Id.* ¶ 5.) The fact that the parties engaged in substantial discovery prior to settlement weighs in favor of preliminary approval of the Settlement Agreement. *See in re Wireless Facilities, Inc. Sec. Litig. II*, 253 F.R.D. at 610.

5. Counsel for the Parties—who have Considerable Experience in Complex Class Action Litigation—have Negotiated a Settlement Agreement that they Believe is Fair, Adequate, and Reasonable.

Courts give substantial weight to the views of experienced counsel when assessing the fairness of a class action settlement. *See Hanlon*, 150 F.3d at 1026; *see also Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 622 (N.D. Cal. 1979) (holding, that although courts "should not blindly follow counsel's recommendations," such recommendations should "be given a presumption of reasonableness.")

Here, as detailed above, the parties are represented by counsel with considerable experience in complex class action litigation. Counsel for the parties believe that the Settlement Agreement is fair, adequate, and reasonable. (Exhibit 1, Settlement Agreement, ¶ 10.) The views of experienced counsel weigh in favor of preliminarily approving the Settlement Agreement. *See Hanlon*, 150 F.3d at 1026; *see also Boyd*, 485 F. Supp. at 622.

In sum, all of the factors relevant to the Court's preliminary fairness determination militate in favor of a finding that the Settlement Agreement, "taken as a whole, is fair, reasonable and adequate to all concerned." *Hanlon*, 150 F.3d at 1027. Specifically: (i) the matter is highly contested and all parties face risk and uncertainty if litigation is continued; (ii) the Settlement Agreement provides a fair and substantial benefit—and likely, an extraordinary benefit—to the proposed Settlement Class Members; (iii) the Settlement Agreement is the product of vigorous arm's length negotiations, including three lengthy mediation sessions; (iv) substantial discovery was completed prior to the Settlement Agreement; and (v) counsel for the parties believe that the Settlement Agreement is fair, reasonable, and adequate.

D. This Court Should Confirm the Amendment of the Case Caption.

In anticipation of a class action settlement, the parties stipulated and Magistrate Judge Hoffman ordered this matter's title and case caption be changed to correctly identify the current parties since Mr. Grider is now the only remaining plaintiff in the case and five of the eight defendants have been dismissed from the case. Plaintiff respectfully requests that this Court confirm the Magistrate Judge's Order amending this matter's title and case caption in order to make the class action notices more reflective of the remaining parties, and to reflect the primacy of CCCS as the only remaining defendant in the case whom it is alleged made telephone calls in violation of the TCPA. (*See* ECF No. 221, Stipulation and Order to Amend Case Caption.)

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E. The Proposed Method of Class Notice is Appropriate.

"Adequate notice is critical to court approval of a class settlement under Rule 23(e)." *Hanlon*, 150 F.3d at 1025. Rule 23(c)(2)(B) provides that, for "any class certified under Rule 23(b)(3), the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort."

Federal Rule of Civil Procedure 23(c)(2)(B) provides that "the notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3)."

Here, the Direct Mail Notices, the Q&A Notice, and publication of the summary notice all provide the "best notice that is practicable under the circumstances." Fed. R. Civ. P. 23(c)(2)(B). The notices provide all the information required by Rule 23(c)(2)(B). (*See* Exhibit 3, Direct Mail Notice; Exhibit 4, Publication Notice; Exhibit 5, Q&A Notice.) Given the length of the Claims Period—120 days—the notices will give the Settlement Class Members sufficient time to make claims, comment on the Settlement Agreement, or to opt-out of the Settlement Agreement. *See Torrisi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1375 (9th Cir. 1993) (approving notice mailed thirty-one (31) days prior to end of claims period); *Marshall v. Holiday Magic, Inc.*, 550 F.2d 1173, 1178 (9th Cir. 1977) (approving notice mailed twenty-six (26) days prior to end of claims period).

F. The Court Should Appoint ILYM Group, Inc. as Claims Administrator.

The parties have agreed upon and propose that the Court appoint ILYM Group, Inc. ("ILYM") to serve as the Claims Administrator. (Exhibit 1, Settlement Agreement, § I.C.) ILYM specializes in providing administrative services in class action litigation and has extensive experience in administering TCPA class action settlements. (Exhibit 8, Decl. Lisa Mullins, ¶¶ 2-4.) ILYM has been approved as a claims administrator in prior TCPA class action settlements. *See Sarabri v. Weltman, Weinberg & Reis Co., L.P.A.*, No. 3:10-CV-1777 AJB NLS, 2012 WL 3991734, at *3 (S.D. Cal. Aug. 27, 2012) (approving ILYM as claims administrator for TCPA class action and noting that "[t]he Special Master is

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familiar with ILYM Group from prior class actions settlements and has found it to be well qualified and knowledgeable in all facets of class action administration, and can provide exemplary service to counsel and the class.”), *report and recommendation adopted*, No. 10CV1777 AJB NLS, 2012 WL 3809123 (S.D. Cal. Sept. 4, 2012); *see also Barani v. Wells Fargo Bank, N.A.*, No. 12CV2999-GPC KSC, 2014 WL 1389329, at *9 (S.D. Cal. Apr. 9, 2014) (approving ILYM as claims administrator for TCPA class action); *Malta*, 2013 WL 444619, at *9 (same).

G. A Final Approval Hearing Should be Scheduled.

The last step in the settlement approval process is the formal Final Approval Hearing or Fairness Hearing, at which time the Court may hear all evidence and argument, both for and against, the Settlement Agreement in order to evaluate its merits and determine whether it should be approved. Plaintiff requests that the hearing be held at least 60 days after the end of the Claim Period to allow sufficient time for providing: (1) the CAFA Notice,[5] (2) the Direct Mail Notice, and (3) for Settlement Class Members to make claims, to comment on the Settlement Agreement, or opt-out.

V. CONCLUSION

For all the foregoing reasons, Plaintiff respectfully requests that the Court enter an order preliminarily approving the proposed Settlement Agreement, appointing Mr. Grider as Class Representative, and appointing Bailey❖Kennedy and Haines & Krieger as Class Counsel, and appointing ILYM as Claims Administrator.

DATED this ___ day of ___________, 2015.

BAILEY❖KENNEDY

By: /s/
DENNIS L. KENNEDY
JOSHUA M. DICKEY
PAUL C. WILLIAMS

GEORGE H. HAINES
DAVID H. KRIEGER
HAINES & KRIEGER
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[5] CCCS will provide the required CAFA Notice pursuant to 28 U.S.C. § 1715 within ten days of this motion. (Exhibit 1, Settlement Agreement § XXI.)

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CERTIFICATE OF SERVICE

In accordance with Rule 5(b) of the Federal Rules of Civil Procedure, I hereby certify that on the _____ day of _______________, 2015, a copy of the foregoing Plaintiff's Motion for: (1) Preliminary Approval of Class Action Settlement Agreement; and (2) Certification of Settlement Class was served on the following parties by filing and serving the same using the ECF system and/or by U.S. Mail, postage prepaid, to the last known address:

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